

File No. 260363

Committee Item No. 9

Board Item No. 9

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date May 6, 2026

Board of Supervisors Meeting

Date May 12, 2026

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- Original Grant Agreement 10/1/2020
- Amendment No. 1 3/1/2024
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Completed by: Brent Jalipa

Date April 30, 2026

Completed by: Brent Jalipa

Date May 7, 2026

1 [Grant Agreement Amendment - Tenderloin Housing Clinic, Inc. - Abigail Housing Ladder
2 Program - Not to Exceed \$15,496,140]

3 **Resolution approving the second amendment to the grant agreement between the**
4 **Tenderloin Housing Clinic, Inc. and the Department of Homelessness and Supportive**
5 **Housing (“HSH”), for the Abigail Housing Ladder Program, extending the term by 36**
6 **months from June 30, 2026, for a total term of January 1, 2021, through June 30, 2029,**
7 **and increasing the agreement amount by \$5,526,944 for a new total amount not to**
8 **exceed \$15,496,140; and authorizing HSH to enter into any amendments or other**
9 **modifications to the Amendment that do not materially increase the obligations or**
10 **liabilities, or materially decrease the benefits to the City and are necessary or advisable**
11 **to effectuate the purposes of the Agreement.**

12
13 WHEREAS, The mission of the Department of Homelessness and Supportive Housing
14 (“HSH” or “Department”) is to prevent homelessness when possible and make homelessness
15 rare, brief, and one-time in the City and County of San Francisco (“the City”) through the
16 provision of coordinated, compassionate, and high-quality services; and

17 WHEREAS, HSH awarded the Agreement to Tenderloin Housing Clinic, Inc. (“The
18 Provider”) through the Department’s streamlined contracting authority for homeless services
19 under Administrative Code Chapter 21.B; and

20 WHEREAS, In January 2021, HSH and the Provider entered into an Agreement for the
21 Abigail Housing Ladder Program (“Original Agreement”); and

22 WHEREAS, The Original Agreement has a term of January 1, 2021, through
23 February 29, 2024, and a not to exceed amount of \$7,045,244; and

1 WHEREAS, The Original Agreement is on file with the Clerk of the Board of
2 Supervisors (“Clerk”) in File No. 260363, which is hereby declared to be part of this Resolution
3 as if set forth fully herein; and

4 WHEREAS, In March 2024, HSH and the Provider entered into a First Amendment to
5 continue these services (“First Amendment”); and

6 WHEREAS, The First Amendment extended the term by 28 months from February 29,
7 2024, through June 30, 2026, and increased the not to exceed amount by \$2,923,952 for a
8 total not to exceed amount of \$9,969,196; and

9 WHEREAS, The First Amendment is on file with the Clerk in File No. 260363, which is
10 hereby declared to be part of this Resolution as if set forth fully herein; and

11 WHEREAS, HSH intends to enter into a Second Amendment to continue these
12 services by extending the term 36 months through June 30, 2029, and increasing the
13 maximum expenditure by \$5,526,944 for a total not to exceed amount of \$15,496,140 (the
14 “Amendment”); and

15 WHEREAS, The Board of Supervisors approved using Proposition C (2018) (Gross
16 Receipts Tax for Homelessness Services) (“Prop C”), passed by San Francisco voters in
17 November 2018, to fund the Our City, Our Home (“OCOH”) Fund, in order to expand and
18 complement existing funding and strategic efforts to prevent and end homelessness for San
19 Franciscans; and

20 WHEREAS, 100% of this Amendment is funded with Prop C dollars; and

21 WHEREAS, The Amendment requires Board of Supervisors approval under Charter,
22 Section 9.118; now, therefore, be it

23 RESOLVED, The proposed Amendment contained in File No. 260363, is substantially
24 in final form, with all materials terms and conditions included, and only remains to be executed
25 by the parties upon approval of this Resolution; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes HSH to make any
2 modifications to the Amendment, prior to its final execution by all parties, that HSH
3 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
4 best interest of the City, do not materially increase the obligations or liabilities of the City, are
5 necessary or advisable to effectuate the purposes of the Amendment, and are in compliance
6 with all applicable laws, including City’s Charter; and, be it

7 FURTHER RESOLVED, That within 30 days of the Amendment being fully executed by
8 all parties, HSH shall submit to the Clerk a completely executed copy for inclusion in File
9 No. 260363; this requirement and obligation resides with the Department, and is for purposes
10 of having a complete file only, and in no manner affects the validity of approved Amendment.

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Recommended:

/s/ Shireen McSpadden

Shireen McSpadden
Executive Director
Department of Homelessness and Supportive Housing

<p>Items 9 & 10 Files 26-0363 & 26-0365</p>	<p>Department: Homelessness & Supportive Housing</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> • File 26-0363 is a resolution to approve the second amendment to the grant agreement between the Tenderloin Housing Clinic, Inc. (THC) and the Department of Homelessness and Supportive Housing (HSH) for the Abigail Housing Ladder Program. The resolution extends the grant term by 36 months through June 30, 2029, and increases the agreement amount by \$5,526,944 for a new total amount not to exceed \$15,496,140. • File 26-0365 is a resolution to approve the second amendment to the grant agreement between THC and HSH for permanent supportive housing at the Garland Hotel. The resolution extends the grant term by 36 months through June 30, 2029, and increases the agreement amount by \$7,355,910 for a new total amount not to exceed \$17,340,154. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> • THC provides property management, master lease administration, and supportive services at both the Abigail and Garland Hotels. Residents at the Garland Hotel receive targeted case management and support services from THC. The Abigail Hotel offers lower-intensity services for residents who have demonstrated stability in PSH. • Program monitoring found that THC met several outcome metrics, including housing retention, occupancy, and client satisfaction, but did not meet key operational metrics such as unit turnover timelines and rent collection at the Garland Hotel, and did not meet turnover targets at the Abigail Hotel. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> • Total program costs for the Abigail Hotel are \$2.1 million annually (\$34,346 per unit) and are funded by Proposition C revenues and offset by tenant rent payments. • Total program costs for the Garland Hotel are \$3.9 million annually (\$48,750 per unit) and are funded by the General Fund, Continuum of Care subsidies, and tenant rents. • The proposed budgets for each grant include a 20 percent contingency to address potential cost increases, including rent escalation, insurance premiums, and one-time expenditures. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> • The City may benefit over the long-term from owning rather than leasing buildings for housing, but this would require identifying a funding source to acquire additional buildings. We recommend that HSH amend the master lease agreement for the Abigail Hotel to provide a right to purchase option for the City, similar to the Garland Hotel. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> • Approve the proposed resolutions. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

Supportive Housing Programs

Permanent Supportive Housing (PSH) provides long-term affordable housing and a range of supportive services to formerly homeless clients. As of April 2026, there are 9,075 site-based PSH units in the Department’s housing inventory with approximately 1.1% of these units available for referrals. To alleviate the demand of PSH beds, residents who no longer need intensive services, demonstrate sustained stability and good standing in HSH-funded PSH units may “graduate” to the City’s Housing Ladder program. Housing Ladder clients receive lower-intensity, “light-touch” supportive services relative to standard PSH housing while still engaging in regular check-ins, annual assessments, and as-needed assistance. Like PSH, households pay up to 30 percent of their income in rent and the City subsidizes the rest. The City funds 430 Housing Ladder units.

Agreement History

Abigail Hotel Housing Ladder

In October 2020, HSH executed a grant agreement with nonprofit Tenderloin Housing Clinic (THC) for a term of 38 months for a total not to exceed \$7,045,244 to provide Housing Ladder programming, property management, and master lease stewardship at the Abigail Hotel at 246 McAllister Street. Due to the pandemic, the original plans to launch Housing Ladder programming at the site were delayed while the site was subleased to the City’s Human Services Agency to operate a Shelter In Place (SIP) hotel for emergency shelter needs. The site returned to THC and the Department following necessary building rehabilitation in September 2021, and the building became fully leased up in 2022. As shown in Exhibit 1 below, in March 2024, the Department extended the grant an additional 28 months through June 2026 and increased the total not-to-exceed amount by \$2,923,952.

Garland Hotel PSH

In April 2022, HSH entered into another grant agreement with THC to provide PSH services, property management, and master lease stewardship at the Garland Hotel located at 505 O’Farrell Street. 73 of the 80 junior studio units at the Garland Hotel were leased to existing PSH clients exiting their leases with the Baldwin Hotel, which transitioned to a temporary shelter program in March 2022. The original grant was for a term of 27 months and a total not to exceed \$6,940,524. In July 2024, the Department extended the grant an additional two years through June 2026 and increased the total amount not-to-exceed by \$3,043,720.

Exhibit 1: Original and Amended Grant Agreements

	Abigail	Garland
Units	61 units Housing Ladder	80 units PSH
Address	246 McAllister Street	505 O’Farrell Street
Original Agreement		
Approved	October 1, 2020	April 1, 2022
Term	January 1, 2021 to February 29, 2024 (3 years, 2 months)	April 1, 2022 to June 30, 2024 (2 years, 3 months)
Not-to-Exceed	\$7,045,244	\$6,940,524
First Amendment		
	Abigail	Garland
Approved	March 1, 2024	July 1, 2024
Term	January 1, 2021 to June 30, 2026 (5 years, 6 months)	April 1, 2022 to June 30, 2026 (4 years, 3 months)
Not-to-Exceed	\$9,969,196	\$9,984,244

Source: HSH

All four original and amended agreements between the Department and THC were approved by the Department’s Oversight Commission and were below the not-to-exceed threshold of \$10 million warranting review and approval by the Board of Supervisors.

Procurement

As permitted by Chapter 21B of the Administrative Code,¹ the Department did not use competitive solicitation to procure the services for either the Abigail Hotel or the Garland Hotel. The Department selected THC to provide its services based on the organization’s demonstrated history providing supportive housing services and its ability to ramp up in a timely manner.

DETAILS OF PROPOSED LEGISLATION

File 26-0363 is a resolution approving the second amendment to the grant agreement between the Tenderloin Housing Clinic, Inc. (THC) and the Department of Homelessness and Supportive Housing (HSH) for the Abigail Housing Ladder Program. The resolution extends the grant term by 36 months through June 30, 2029, and increases the agreement amount by \$5,526,944 for a new total amount not to exceed \$15,496,140.

File 26-0365 is a resolution to approve the second amendment to the grant agreement between THC and HSH for the Garland Hotel site. The resolution extends the grant term by 36 months through June 30, 2029, and increases the agreement amount by \$7,355,910 for a new total amount not to exceed \$17,340,154.

¹ San Francisco Administrative Code Section 21B authorizes the Department to enter into or amend contracts without adhering to Administrative Code provisions regarding competitive bidding for projects addressing homelessness.

Services Provided

Under the grant agreements, Tenderloin Housing Clinic (THC) is responsible for operating and managing the Abigail and Garland Hotel sites, including property management, supportive services, and master lease stewardship. THC oversees day-to-day building operations, including tenant intake and leasing, rent collection, unit turnover, maintenance coordination, and compliance with lease terms and housing standards. THC also maintains the master lease relationship with property owners, including coordinating repairs, maintaining records, and obtaining Department approval for material changes.

THC also provides supportive services to tenants at both sites. At the Garland Hotel, which operates as Permanent Supportive Housing (PSH), THC provides comprehensive services, including case management (with one case management staff for every 25 units), service planning, benefits assistance, and referrals to medical, mental health, and substance use treatment. At the Abigail Hotel, which operates under the Housing Ladder program, THC provides lower-intensity services focused on maintaining housing stability (with one case management staff for the 61 units), including periodic check-ins, annual assessments, and as-needed support. Across both sites, THC is responsible for meeting service and outcome objectives established by the Department, including tenant engagement, housing retention, and program compliance.

Program Monitoring*Abigail Hotel*

The Department conducted a site visit at the Abigail Hotel on December 10th, 2025 for its FY 2024-25 program monitoring evaluation. During this visit, the Department reviewed 12 service objectives and six outcome objectives against standards set under the grant agreement with THC. The comprehensive review of participant files, policies and procedures, and compliance checks determined THC was in compliance with all grant performance metrics except for its requirement to turn over units to new clients within 21 days of vacancy, on average. HSH determined the program instead had an average turnover time of 33.5 days during the 2025 fiscal year, an improvement from its previously recorded average of 74.5 days. In its February response to this finding, THC noted excessive delays in turning over units were in part due to holds beyond their control such as coroner delays and identifying reasonable accommodations, and in part due to property issues and staff shortages. THC reported it would implement its turnover action plan, involving a new software system for work orders and monthly training for maintenance workorders. The Department determined THC's response was satisfactory and closed out its review on March 9, 2026.

Garland Hotel

HSH conducted its FY 2024–25 program monitoring site visit at the Garland Hotel on January 13, 2026, evaluating THC's performance against established service and outcome objectives. As shown in Exhibit 3, THC met several key outcome metrics, including maintaining a 93 percent occupancy rate and achieving a 97 percent housing retention rate among tenants. Tenant satisfaction also exceeded program thresholds, with 81 percent survey participation and 86 percent of respondents reporting satisfaction with services. However, THC did not meet several core service and property management objectives. Unit turnover averaged 182 days compared

to a target of 21 days, and rent collection reached 67 percent against a 90 percent target. In five cases, the units needed capital work to make the bathrooms more accessible, which delayed completing the turnover process. In addition, THC did not exclude periods when units were temporarily occupied when calculating turnover time, which inflated the reported turnover time. While THC reported near-universal monthly outreach to tenants, monitoring of case files found insufficient documentation to substantiate compliance with this requirement. Further, THC did not implement corrective actions from their FY 2023-24 program monitoring response plan, including corrective actions related to incomplete documentation of tenant files. As of April 2026, the Department is awaiting THC’s formal response to the FY 2024–25 program monitoring findings, including a corrective action and remediation plan addressing identified deficiencies. The Department has requested that THC provide this response by May 16,2026.

Exhibit 3: Performance Monitoring Results, FY 2024-25

Program		Garland PSH	Abigail Housing Ladder
Service & Outcome Objectives	Goal	Actual	Actual
THC shall ensure that each unit, upon vacancy, is turned over within 21 days on average	<21 days	182 days	74.5 days
THC shall ensure that new tenant move-ins occur within 30 days of referral	<30 days	N/A	18 days
THC shall review 80% of individualized service plans at least once every six months	80%	No Data	83%
THC shall collect at least 90% of tenant monthly rent from occupied units	90%	67%	98%
THC shall maintain an occupancy rate of at least 93%	93%	93%	100%
90% of tenants will maintain housing for 12 months or move to other permanent housing	90%	97%	98%
85% of tenant lease violations will be resolved without loss of housing	85%	No Data	100%
65% of tenants shall complete an annual survey, and 80% of surveyed tenants will be satisfied or very satisfied with property management	65% participation, 80% satisfied	81% participation, 86% satisfied	67.8% participation, 92.3% satisfied

Source: HSH

Note: Grey shading indicates metric unmet.

Fiscal and Compliance Monitoring

Tenderloin Housing Clinic, Inc. underwent citywide nonprofit fiscal monitoring most recently in FY 2024-25 and there were no findings. THC received a “good performance” waiver for the FY 2025-26 fiscal monitoring cycle and but will receive fiscal monitoring again in FY 2026-27.

FISCAL IMPACT

Abigail Hotel

The proposed budget for the Abigail Hotel over the three-year extension term increases the agreement by \$5,526,944, from \$9,969,196 to \$15,496,140, including a contingency of 20 percent of the three-year extension budget. The Department notes the contingencies support essential cost increases over the agreement term, including cost-of-living adjustments, master lease increases, and the provider’s share of capital expenses, and enable the Department to address urgent one-time needs.

The budget over the three-year term totals approximately \$6.3 million, which is funded by \$5.6 million in City funding under the proposed amended agreement and \$0.7 million from tenant rental income. City funding is from Proposition C revenues.

According to detailed budget documentation from the Department, annual program expenditures of \$2.1 million are primarily driven by other operating expenses, including \$1.2 million in annual rent paid to the property owner. This is followed by operating expenses of approximately \$0.3 million annually driven by insurance and legal costs, and salaries and benefits of approximately \$0.3 million annually, which support 3.07 full-time equivalent positions. The total annual cost to operate the program is \$34,346 per unit or \$2,862 per unit per month. Exhibit 4 below provides an overview of the program’s projected expenditures and revenues over the extension term.

Exhibit 4: Abigail Hotel Proposed Budget for FYs 2026-29 (Extension Term)

	FY 2026-27	FY 2027-28	FY 2028-29	Total
<u>Expenditures</u>				
Salaries & Benefits	\$298,781	\$298,781	\$298,781	\$896,344
Operating Expenses	341,402	341,402	341,402	1,024,207
Indirect Costs (11.5%)	73,621	73,621	73,621	220,863
Other Expenses	1,381,323	1,381,323	1,381,323	4,143,970
Total	\$2,095,128	\$2,095,128	\$2,095,128	\$6,285,384
<u>Revenues</u>				
Prop C (HSH)	\$1,861,528	\$1,861,528	\$1,861,528	\$5,584,584
Rental Income*	233,600	233,600	233,600	700,800
Total	\$2,095,128	\$2,095,128	\$2,095,128	\$6,285,384

Source: HSH
Note: (*) indicates offset to HSH revenues.

Garland Hotel

The proposed budget for the Garland Hotel over the three-year extension term increases the grant agreement by \$7,355,910, from \$9,984,244 to \$17,340,154, including a 20 percent contingency.

The budget over the three-year term totals \$11,700,090, which is funded by \$6.6 million in City funding under the proposed agreement and \$5.1 million in other operating revenues. Program expenditures totaling \$3.9 million annually are primarily driven by other expenses, \$1.5 million of which is rent payable to the property owner, and salaries and benefits totaling \$1.4 million which support 17.48 full-time equivalent positions. The total annual cost to operate the program is \$48,750 per unit or \$4,063 per unit per month.

The program is funded through General Fund support in the amount of \$2.2 million per year or \$6.6 million across the entire three-year term. These revenues are supplemented by Continuum of Care rental assistance and rent payments by tenants, offsetting the City's financial obligation. Exhibit 5 below provides an overview of the program's projected expenditures and revenues over the extension term.

Exhibit 5: Garland Hotel Proposed Budget for FYs 2026-29 (Extension Term)

	FY 2026-27	FY 2027-28	FY 2028-29	Total
<u>Expenditures</u>				
Salaries & Benefits	\$1,416,186	\$1,416,186	\$1,416,186	\$4,248,557
Operating Expenses	403,047	403,047	403,047	1,209,142
Indirect Costs (11.5%)	209,212	209,212	209,212	627,635
Other Expenses	1,871,585	1,871,585	1,871,585	5,614,756
Total	\$3,900,030	\$3,900,030	\$3,900,030	\$11,700,090
<u>Revenues</u>				
General Fund (HSH)	\$2,207,030	\$2,207,030	\$2,207,030	\$6,621,090
Rental Income*	244,000	244,000	244,000	732,000
CoC Rental Assistance*	1,449,000	1,449,000	1,449,000	4,347,000
Total	\$3,900,030	\$3,900,030	\$3,900,030	\$11,700,090

Source: HSH

Note: (*) indicates offset to HSH revenues.

Total Not to Exceed Amounts

Exhibit 6 below shows the basis of the agreements' not-to-exceed amounts.

Exhibit 6: Proposed Not to Exceed Amounts

Year	Amount	
	<i>Abigail</i>	<i>Garland</i>
FY 2020-21 (Actuals)	114,838*	
FY 2021-22 (Actuals)	1,525,071	1,249,880*
FY 2022-23 (Actuals)	1,666,177	1,967,320
FY 2023-24 (Actuals)	1,873,857	1,957,267
FY 2024-25 (Actuals)	1,753,167	2,013,348
FY 2025-26 (Actuals plus Budget)	1,861,528	2,207,030
FY 2026-27 (Budget)	1,861,528	2,207,030
FY 2027-28 (Budget)	1,861,528	2,207,030
FY 2028-29 (Budget)	1,861,528	2,207,030
Subtotal, Proposed Budget	\$14,379,222	\$16,015,935
Contingency (20% of Extension Budget)	\$1,116,917	\$1,324,219
Not-To-Exceed Amount	\$15,496,139	\$17,340,154

Source: HSH

Notes: (*) indicates partial year. Amounts shown for FY 2025-26 include actuals spent totaling \$1,002,313 through January 2026 (54% of budget) for Abigail Hotel and \$1,190,430 through January 2026 (54% of budget) for Garland Hotel.

Contingency Level

The proposed grants include a 20 percent contingency, which the Department indicates is intended to cover the provider’s share of capital expenses, potential rent increases, insurance premium growth, and one-time emergency expenditures.

We note that the master leases place clear limits on several of these cost drivers. THC’s responsibility for routine property maintenance and repairs is capped at \$15,000 annually for the Abigail Hotel and \$25,000 annually for the Garland Hotel, except in cases of optional improvements or damage due to negligence. The leases also limit rent escalation to no more than six percent annually

POLICY CONSIDERATION

Long-Term Use of Privately-Owned Properties

Under the draft grant amendment, the rent payable from THC to the property owner of the Abigail Hotel located at 246 McAllister St totals \$9,448,133 between the beginning of the agreement in January 2021 through June 2029, which likely exceeds the market value of the building if the site were available for sale. Over a ten to twenty year period, the City would likely save money by owning buildings for permanent programs rather than renting the same buildings. However, renting provides flexibility to end, relocate, and modify the size of City programs. Renting also avoids the upfront expense of acquisitions, for which there is minimal funding in the City’s current capital plan.

The City may benefit over the long-term from owning rather than leasing buildings for housing, but this would require identifying a funding source to acquire additional buildings. In the interim, the City may also benefit from amending the master lease agreement for the Abigail Hotel to include the same right-to-purchase provision for the City as found in the Garland Hotel's master lease agreement. The provisions in this agreement state that the landlord must offer the premises to the City at 97% of the market rate for a period of 30 days before listing the property to the public market. If the landlord cannot find a buyer after an extended listing period, the landlord must issue another notice of sale with the City. The Department reports they have the ability to modify these agreements at any time. We recommend that HSH amend the master lease agreement for the Abigail Hotel to provide a right to purchase option for the City.

RECOMMENDATION

Approve the proposed resolutions.

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**SECOND AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
TENDERLOIN HOUSING CLINIC, INC.**

THIS AMENDMENT of the **October 1, 2020** Grant Agreement (the "Agreement") is dated as of **July 1, 2026** and is made in the City and County of San Francisco, State of California, by and between **TENDERLOIN HOUSING CLINIC, INC.** ("Grantee") and the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, Grantee was selected pursuant to San Francisco Administrative Code Section 21B, which authorizes the Department to enter into, or amend, contracts without adhering to the Administrative Code provisions regarding competitive bidding related to Projects Addressing Homelessness; and

WHEREAS, City and Grantee desire to execute this Amendment to the Agreement in order to extend the agreement term; and

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. **[Insert Resolution Number]** on **[Insert Date of Commission Action]**; and

WHEREAS, the Board of Supervisors approved this Amendment under San Francisco Charter Section 9.118 by Resolution No. **<insert Resolution number>** on **<Month Date, Year>**;

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) "Agreement" shall mean the Agreement dated **October 1, 2020**, between Grantee and City; and **First Amendment**, dated **March 1, 2024**.
 - (b) "San Francisco Labor and Employment Code": As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City Contractor/Subcontractor

Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

2. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

2.1 Section 3.2 Duration of Term of the Agreement currently reads as follows:

- (a) The term of this Agreement shall commence on **January 1, 2021**, and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

Such section is hereby replaced in its entirety to read as follows:

3.2 Duration of Term. The term of this Agreement shall commence on **January 1, 2021**, and expire on **June 30, 2029**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.2 Section 5.1 Maximum Amount of Grant Funds of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Sixty Nine Thousand One Hundred Ninety Six Dollars (\$9,969,196)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Thirteen Thousand Nine Hundred Five Dollars (\$713,905)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a

modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

Such section is hereby replaced in its entirety to read as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Fifteen Million Four Hundred Ninety Six Thousand One Hundred Forty Dollars (\$15,496,140)**.
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million One Hundred Sixteen Thousand Nine Hundred Seventeen Dollars (\$1,116,917)** is included as a contingency amount and is neither to be used in the Budget attached to this Agreement or available to Grantee without a modification to the Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

2.3 Section 5.2 Use of Grant Funds of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

2.4 Section 5.4 Reserved (State or Federal Funds.) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

5.4 State or Federal Funds.

- (a) **Disallowance.** Where the funds are provided by the State or Federal government, with respect to Grant Funds, if any, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder

or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.

(b) Grant Terms. Where the funding for this Agreement is provided in full or in part by a federal or state Grant to the City, as part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

2.5 Section 6.7 Submitting False Claims of the Agreement is hereby deleted and replaced in its entirety with:

6.7 Submitting False Claims. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damage the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2.6 ARTICLE 10 INSURANCE of the Agreement is hereby replaced in its entirety to read as follows:

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.

- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

2.7 Section 13.3 Subcontracting of the Agreement is hereby deleted and replaced in its entirety to read as follows:

13.3 Subcontracting. If the Budget lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If the Budget specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth in the Budget without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.
- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

2.8 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS of the Agreement is replaced by the following:

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
440 Turk Street
San Francisco, CA 94102
hshcontracts@sfgov.org

If to Grantee: Tenderloin Housing Clinic, Inc.
126 Hyde Street
San Francisco, CA 94102
Attn: Randy Shaw, Executive Director
randy@thclinic.org

Any notice of default must be sent by certified mail or other trackable written communication.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

2.9 Section 16.8 Requiring Minimum Compensation for Employees of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Labor and Employment Code Article 111, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Article 111. Information about and the text of the Article 111 is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of Article 111, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Article 111.

2.10 Section 16.19 Distribution of Beverages and Water of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.19 Distribution of Beverages and Water.

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.
- (b) **Packaged Water Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24 as part of its performance of this Agreement.

2.11 Section 16.23 Reserved (Additional Requirements for Federally-Funded Awards.) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.23 Additional Requirements for Federally-Funded Awards, when applicable.

- (a) Grantee shall comply with the requirements described in 2 CFR 25.200, or any successor provisions, to provide a valid Unique Entity Identifier (UEI) and maintain an active SAM.gov registration with current information.
- (b) The Grant Agreement is subject to 2 CFR Part 175, Award Term for Trafficking in Persons. Federal funding under this Grant Agreement may be terminated without penalty if Grantee:
 - (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procures a commercial sex act during the period of time that the award is in effect; or
 - (3) Uses forced labor in the performance of the award or sub-awards under the award.

2.12 Section 17.6 Entire Agreement of the Agreement is hereby deleted and replaced with the following:

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Appendix A-1, Services to be Provided (dated July 1, 2026)
Appendix A-2, Services to be Provided (dated July 1, 2026)
Appendix B, Budget (dated July 1, 2026)

Appendix C, Method of Payment (dated July 1, 2026)
Appendix D, Interests in Other City Grants (dated July 1, 2026)
Appendix E, Anti-Violence and Weapons Policy

- 2.13 Section 17.12 Dispute Resolution Procedure** of the Agreement is hereby deleted and replaced with the following:

17.12 Reserved.

- 2.14 Section 17.14 Services During a City-Declared Emergency** of the Agreement is hereby deleted and replaced with the following:

17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Eligible Expenses. Any services provided beyond those listed in Eligible Expenses must be approved by the Department.

- 2.15 Appendix A-1, Services to be Provided** (dated March 1, 2024), of the Agreement is hereby replaced in its entirety by the modified **Appendix A-1, Services to be Provided** (dated July 1, 2026), for the period of July 1, 2026 to June 30, 2029.

- 2.16 Appendix A-2, Services to be Provided** (dated March 1, 2024), of the Agreement is hereby replaced in its entirety by the modified **Appendix A-2, Services to be Provided** (dated July 1, 2026), for the period of July 1, 2026 to June 30, 2029.

- 2.17 Appendix B, Budget** (dated March 1, 2024), of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated July 1, 2026), for the period of January 1, 2021 to June 30, 2029.

- 2.18 Appendix C, Method of Payment** (dated March 1, 2024), of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated July 1, 2026).

- 2.19 Appendix D, Interests in Other City Grants** (dated March 1, 2024), of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated July 1, 2026).

- 2.20 Appendix E, Anti-Violence and Weapons Policy**, is hereby added as an Appendix to the Agreement.

Appendix A-1, Services to be Provided
by
Tenderloin Housing Clinic, Inc.
Abigail Housing Ladder - Support Services

I. Purpose of Grant

The purpose of the grant is to provide support services to the served population. The goals of these services are to support the served population in retaining their housing; or moving to other appropriate housing.

II. Served Population

Grantee shall serve formerly homeless and income-eligible adults aged 18 years or older without the custody of minors below 18 years of age.

III. Referral and Prioritization

The Department of Homelessness and Supportive Housing (HSH) shall refer tenants via established protocols and eligibility criteria. Grantee shall not accept referrals from other sources. HSH may consider the following:

- Tenants residing in permanent supportive housing (PSH) for a period of no less than the required eligibility period;
- Tenants who have proven housing stability (good standing and have no lease violations); and
- Tenants who may benefit from more independent affordable living.

IV. Description of Services

Grantee shall provide support services to tenants of the total number of units listed in Appendix B, Budget (“Number Served” tab) during the term of this grant. Support services shall include Housing-Focused Case Management and Housing Coordination, as described below.

A. Housing-Focused Case Management Services: Grantee shall provide all necessary services to ensure a seamless transition to permanent housing. Housing-Focused Case Management services shall include assisting tenants with securing needed documentation to move into housing, referrals to mainstream resources, and working closely with Housing Ladder administrator(s) to ensure that all needed services are in place prior to housing placement. Grantee shall provide wrap-around case management services within a harm reduction model to ensure tenants’ long-term housing retention and improved well-being. These services shall include, but are not limited to:

1. Grantee shall engage with tenants to provide information about available support services and invite them to participate;
2. Grantee shall contact each tenant at least three times during the first 60 days following placement and document all outreach and attempts within the Online Navigation and Entry (ONE) System;
3. Grantee will develop and document Housing Stability Plans in collaboration with tenants to secure and sustain housing. Service goals identified in the plan should be directly connected to housing stability or other challenges that might impact housing stability. These may include but are not limited to the following goals:

- a. Increase income, maintain or connect to benefits and employability;
 - b. Improve credit history and rental stability; and/or
 - c. Address behavioral health issues that negatively impact housing stability.
4. Grantee shall coordinate with Property Management during the initial intake for units and participate in orientation meetings with Property Management;
 5. Grantee shall establish rapport with tenants prior to move-in to support tenants during the application and move-in process. Grantee shall coordinate with a tenant's current support service provider(s) to ensure a successful transition into housing;
 6. Grantee intake of tenants shall include, but is not limited to, a review of the tenant's history in the ONE System, gathering updated information from the tenant, and establishing strengths, skills, needs, plans and goals that are participant-centered and supportive of housing retention. The intake shall take place at the same time as the interview with Property Management, on a separate date or time coordinated with Support Services staff during the application period, or within no more than 30 days of move-in;
 7. Grantee will support the transition into permanent housing, including unit viewings and selection, accompaniment during the move-in process, and orientation to the neighborhood and surrounding services;
 8. Grantee will facilitate onboarding and provide written documentation to inform tenants of the program components, engagement expectations, rent contribution, exit policy and process, and grievance procedure;
 9. Grantees shall provide tenants with linkage to resources for employment and training services. Grantee may offer transportation, accompaniment to appointments, home visits, and regular verification of progress toward the achievement of the short and long-term income, employment related, and housing stabilization goals outlined in the Housing Stability Plan;
 10. Grantee shall arrange for any services that are necessary after housing placement, such as In-Home Support Services (IHSS), or care by a medical or behavior health provider;
 11. Grantee shall support the provision of targeted services and/or referrals to another appropriate agency for tenants whose behavior indicates substance abuse, mental health or another issue that is jeopardizing the tenant's housing retention and/or health;
 12. If a tenant is moving out of the building, Grantee shall engage tenant in exit planning to support the tenant's successful transition out of the program. The exit plan shall depend on the tenant's needs and preferences and may include establishing a link to services in the community;
 13. Grantee shall plan groups, events, and activities with input from tenants to build community engagement, develop peer support, share information, form social connections or to celebrate significant events. Grantee shall post and provide to tenants a monthly calendar of events; and
 14. Grantee shall conduct monthly community meetings for tenants, in coordination with Property Management, during which tenants may discuss building concerns and program ideas with representatives from both Support Services and Property Management staff.

- B. Housing Coordination Services: Grantee shall assist tenants in communicating with, responding to, and meeting with Property Management. This may include helping a tenant to understand the communications from Property Management, helping to write requests, responses, or complaints to Property Management, and attending meetings between the tenant and Property Management to facilitate communication. Housing Coordination services shall include, but are not limited to:
1. Supporting communication and coordination with property management partners to remove any barriers to the housing referral process;
 2. Lease signing and payment or rent on behalf of tenants placed into housing and lease review to ensure compliance;
 3. Completion of initial and annual unit inspections to ensure compliance with Housing Quality Standards (HQS) and/or comparable habitability standards;
 4. Education on tenancy requirements and support to address barriers to housing retention;
 5. Coaching tenants on being a good neighbor, developing tenancy skills, lease requirements, and other topics that support stable tenancy;
 6. Assessment and completion of minor repairs necessary to improve accessibility or other functional improvements;
 7. Immediate responses to lease violations or other complaints, with the goal of finding resolutions that do not jeopardize housing stability. If lease violations cannot be resolved, Grantee shall work closely with property management and tenants to coordinate relocation prior to eviction; and
 8. Grantee shall conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a tenant's safety. Whenever there is a reason to believe there is immediate and substantial risk of harm to the tenant or others due to a medical and/or psychiatric emergency, then Grantee shall contact appropriate emergency medical professionals.

V. Location and Time of Services

Grantee shall provide services at the Abigail Hotel, located at 246 McAllister Street, San Francisco, CA 94102. Grantee shall provide services at participants' houses or other field locations, as needed.

Grantee shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

VI. Service Requirements

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients. And the Department is committed to addressing the disparate impact of historical limits on

access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their ability to succeed and thrive. Therefore, Grantee shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services provided by Grantee under the Grant Plan, as well as internal controls to regularly review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.

- B. 1:61 Case Manager Ratio: Grantee shall maintain a minimum 1:61 ratio of Case Managers to HSH adult units.
- C. Income Verification: Grantee shall complete income verification for participants upon program enrollment and, thereafter, shall complete income recertification annually, at minimum, to ensure continued eligibility. During annual income recertification, Grantee shall revisit participant rent calculations and determine an appropriate rental contribution.
- D. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- E. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding participants' progress.
- F. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identity, disability, HIV status, or immigration status unless otherwise required by law.
- G. Grievance Procedure:
 - 1. Grantee shall establish and maintain a written Grievance Procedure for participants, that shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;

- b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a participant can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the household to contact after the household has exhausted Grantee's internal Grievance Procedure.
2. Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each participant and obtain a signed copy of the form from the participant, which must be maintained in the participant's file. Additionally, Grantee shall post the policy at all times in a location visible to participants and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.
- H. Reasonable Accommodation Policy: Grantee shall, at program entry, review and provide a copy of a written Reasonable Accommodation policy and process to each participant and obtain a signed copy of the policy and process from the participant, which must be maintained in the participant's file.
- I. Termination Policy: Grantee shall establish due process for program termination and upload supporting documentation into the ONE System (or record in a comparable system for DV providers) at program termination.
- J. Feedback, Complaint, and Follow-up Policies:
 Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:
- 1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
 - 2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.
- K. City Communications and Policies
 Grantee shall keep HSH informed of program operations and comply with HSH policies, training requirements, and participate in meetings, including, but not limited to:
- 1. Regular communication to HSH about the implementation of the program;
 - 2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
 - 3. Attendance at trainings (e.g., overdose prevention training), when required by HSH.

- L. Coordination with Other Service Providers: Grantee shall establish written agreements between case management, housing location, and other service providers that are part of the scattered site support team to formalize collaboration and roles and responsibilities.
- M. Critical Incident: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, according to the Department policy. Critical incidents shall be reported using the Critical Incident Report form. In addition, critical incidents that involve life endangerment events or major service disruptions must be reported immediately to the HSH program manager.
- N. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.
- O. Data Standards:
1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, including but not limited to: (a) entering all client data within three business days (unless specifically requested to do so sooner); (b) ensuring accurate dates for enrollment, exit, and (if applicable) move-in; and (c) running monthly data quality reports and correcting errors.
 2. Data entered in the ONE system shall meet or exceed the ONE System CDQI Process standards.
 3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
- P. Confidentiality:
1. Grantee shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Grantee, HSH, and other providers if those laws apply for the purposes described in the Grant Plan, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://www.sf.gov/information--one-system>

2. Grantee shall safeguard the confidentiality of all client data by (a) ensuring the security and integrity of all client data; (b) maintaining computers and other information systems and technology infrastructure that it uses to create, receive, maintain, use, or transmit client data in a secure manner; (c) protecting against any anticipated threats or hazards to the security and integrity all client data; (d) protecting against unauthorized disclosure, access, or use of all client data; (e) ensuring the proper disposal of client data; and (f) ensuring that all of Grantee's employees, agents, and subcontractors, if any, comply with all of the foregoing.
 3. Grantee shall immediately notify HSH upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to client data shared under this Grant Plan or which in any way might reasonably require access to client data, and in no event later than twenty-four (24) hours after Grantee receives the request. Grantee shall not respond to Legal Requests without first notifying City.
 4. In the event that Grantee becomes aware of a breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of client data, Grantee shall, as applicable: (a) notify HSH immediately following discovery, but no later than 48 hours, of such confirmation; (b) coordinate with HSH in its breach response activities; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) provide to HSH a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence; and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.
 5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.
- P. Overdose Prevention: Grantee shall follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on overdose recognition and response.
- Q. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.
- R. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood as defined in the [HSH Good Neighbor Policy](#). Grantee shall develop and maintain procedures to ensure compliance with all applicable policy components.
- S. Anti-Violence and Weapons Policy:
1. Anti-Violence Efforts. Grantee shall develop, adopt, and train employees on a Workplace Emergency Action Plan to prepare and respond to serious violent incidents, including an active shooter. Grantee shall also comply with HSH's Support Services Policies and Procedures: Responses to Critical Incidents Involving Threatening & Assaultive Behavior, which describes the actions that

HSH expects each PSH Housing Provider to take to warn, and protect staff, tenants, and the public who are present, when an assaultive and threatening behavior occurs.

2. Support Services. Grantee shall partner with property management to educate tenants on any Weapons Policy lease addendum.

T. Record Keeping and Files:

1. Grantee shall maintain all eligibility, inspection, and services documentation and care plans in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.
2. Grantee shall document services in the ONE System as needed to meet external funding and/or billing requirements.
3. Grantee shall maintain confidential files on the served population, including developed plans, notes, and progress. Hard copy files shall be stored securely within a locked cabinet and within a locked office.

VII. Service Objectives

Grantee shall achieve the following service objectives during the term of this grant. All service objectives shall be calculated at a household level rather than per tenant. A household may include more than one tenant. All service objectives below will be monitored by sampling tenant files during annual program monitoring visits:

A. Housing Coordination Services

1. Grantee shall provide 100 percent of tenants with Housing Coordination services.
2. Grantee shall administer an annual Tenant Satisfaction survey to 100 percent of tenants that are active in the program.

B. Housing-Focused Case Management Services

1. Grantee shall offer 100 percent of tenants Housing-Focused Case Management Services.
2. Grantee shall offer 100 percent of tenants referrals to other Case Management should the tenant decline services.
3. Grantee shall contact each tenant at least three times during the first 60 days following placement and complete an assessment of housing stability barriers.
4. Grantee shall outreach to 100 percent of tenants at least once per month.
5. Grantee shall outreach to 100 percent of tenants participating in support services to create/engage in housing stability plans, as needed, on an ongoing basis.
6. Grantee shall review housing stability plans at least once every six months and update as appropriate at this time.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives during the term of this grant. All outcome objectives shall be calculated at a household level rather than per tenant. A household may include more than one tenant. All outcome objectives will be monitored using ONE system data.

- A. The following Outcome Objectives shall apply to Housing-Focused Case Management Services and Housing Coordination Services:
 - 1. Ninety percent of households will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
 - 2. Grantee shall offer 100 percent of households housing focus case management and document in the ONE System if the household declined.
 - 3. Eighty percent of individualized service plans will be reviewed at least once every six months and updated as appropriate at this time.
 - 4. Eighty percent of households completing an annual tenant satisfaction survey will be satisfied or very satisfied with program services (based on a four point scale: 1= very dissatisfied, 2 = dissatisfied, 3 = satisfied, 4 = very satisfied).

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- B. For any quarter that maintains less than ninety percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Grantee shall provide the number of evicted tenants and eviction notices issued to tenants residing in City-funded housing through the annual HSH administered Eviction Survey. Grantee shall adhere to all deadlines for submission as required by HSH.
- D. Grantee shall participate, as required by the Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within 30 working days of receipt of any evaluation report and such response will become part of the official report.
- E. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests by the Department in a timely manner.
- F. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of

program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to review of the following: participant files, Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the ONE system may include, but is not limited to, the audit of data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts and memoranda of understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix A-2, Services to be Provided
by
Tenderloin Housing Clinic, Inc.
Abigail Housing Ladder - Property Management and Master Lease Stewardship

I. Purpose of Grant

The purpose of the grant is to provide Property Management and Master Lease Stewardship to the served population. The goals of these services are to support tenants in retaining their housing; or moving to other appropriate housing.

II. Served Population

Grantee shall serve formerly homeless and income-eligible adults aged 18 years or older without the custody of minors below 18 years of age.

III. Referral and Prioritization

The Department of Homelessness and Supportive Housing (HSH) shall refer tenants via established protocols and eligibility criteria. Grantee shall not accept referrals from other sources. HSH may consider the following:

- Tenants residing in permanent supportive housing (PSH) for a period of no less than the required eligibility period;
- Tenants who have proven housing stability (good standing and have no lease violations); and
- Tenants who may benefit from more independent affordable living.

IV. Description of Services

Grantee shall serve tenants of the total number of units listed in Appendix B, Budget (“Number Served” tab).

A. Property Management

1. Program Applicant Selection and Intake: Grantee shall align with Housing First principles and follow the processes agreed upon by Grantee, HSH, property owner, housing subsidy administrators, fair housing laws, and/or other entities involved with referrals.

Under Housing First, tenant screening and selection practices must promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services. Applicants must not be rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”

Grantee shall adhere to all published HSH policies, including, but not limited to those covering tenant intake, HSH housing documentation, reasonable accommodation, and transfers when accepting referrals and placing tenants into housing.

2. Tenant Lease Set-Up: Grantee shall draft, provide, and sign a rental agreement with each tenant at the time of move-in. The lease agreement shall include

Community Rules, the Lease Addendum for City & County of San Francisco PSH, HSH Resident Emergency Safety Check Policy Notice, and other pertinent Lease Addenda. Grantee shall review its Grievance policies and procedures and HSH policies and procedures with tenants at the time of lease signing.

3. Annual Tenant Re-certification: As required by rental subsidy type, Grantee shall re-certify tenant income annually. This is generally done on the anniversary of a tenant's move-in date.
4. Collection of Rents, Security Deposits, and Other Receipts: Grantee shall collect and process rent and other housing-related payments (e.g. security deposit) made by tenants.
 - a. Grantee shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
 - b. Grantee shall assist with payment arrangements and comply with HSH and other applicable requirements governing the tenant portion of rent. All PSH tenants will pay no more than 30 percent of their monthly adjusted household income towards rent.
5. Lease Enforcement, Written Notices and Eviction Prevention:
 - a. Grantee shall take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with Support Services, conversations and meetings with tenants, and mediation strategies. Grantee shall utilize the HSH Nonpayment of Rent Guidance, and other PSH best practices, as an ongoing resource.
 - b. Grantee shall provide written notice to tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants.
 - c. Grantee shall offer tenants who become delinquent in rent the opportunity to enter into a rent payment plan or referral to third party rent payment services.
 - d. When necessary, Grantee shall provide notice to tenants of any actions related to the eviction process in accordance with all applicable laws.
 - e. Grantee shall copy Support Services staff on all communications to tenants.
6. Building Service Payments: Grantee shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
7. Building Maintenance: Grantee shall maintain the facility in sanitary and operable condition, post protocol and forms for tenant requests for maintenance or repairs and respond to requests in a timely manner. Building maintenance shall include the following services:
 - a. Janitorial services in common areas, offices, and shared-use restrooms, and shower facilities;

- b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
 - c. Pest control services, as needed;
 - d. Maintenance and repair of facility systems, plumbing, electrical;
 - e. Building security; and
 - f. Preparation of apartments for tenant move-in and move-out.
8. Coordination with Support Services: If a tenant is facing housing instability, Grantee shall coordinate with Support Services staff to find creative ways to engage with tenants to prevent housing loss. Grantee shall work with Support Services staff in communicating with and meeting with tenant regarding behaviors and issues that put the tenant at risk for housing instability.

Grantee shall participate in regular coordination meetings with Support Services to review tenants at risk for eviction and strategize on how to support tenants in maintaining their housing.

9. Wellness and Emergency Safety Checks: Grantee shall conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a tenant's safety. Whenever there is a reason to believe there is immediate and substantial risk due to a medical and/or psychiatric emergency, then Grantee shall contact appropriate emergency medical professionals.
10. Exit Planning: Grantee shall alert Support Services staff when tenants give notice to leave housing and shall keep a record of each tenant's forwarding address, whenever possible. Grantee shall provide exit information to Support Services to complete the client program exit in the Online Navigation and Entry (ONE) System.

B. Stewardship of the Master Lease:

1. Grantee shall provide HSH with a copy of the master lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the master lease agreement.

V. Location and Time of Services

Grantee shall provide Property Management services at the Abigail Hotel, located at 246 McAllister Street, San Francisco, CA 94102.

Grantee shall provide Property Management services 24 hours a day, seven days a week, either on-site or on-call. Grantee shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

VI. Service Requirements

- A. Diversity, Equity, and Inclusion: The Department is committed to a culture of inclusion in which our differences are celebrated. This includes foundational perspectives that everyone should have equitable access to what they need to thrive no matter their race, age, ability, gender, sexual orientation, ethnicity, or country of origin and that a diverse and inclusive workforce will produce more creative and innovative outcomes for the organization, and ultimately, its clients. And the Department is committed to addressing the disparate impact of historical limits on access to governmental services and advancing equity in all aspects of our work, ensuring access to services, and providing support to all communities to ensure their ability to succeed and thrive. Therefore, Grantee shall maintain organizational plans, strategies, and activities to address diverse, equitable, and inclusive access to services provided by Grantee under the Grant Plan, as well as internal controls to regularly review current practices through the lens of diversity, equity, and inclusion to identify areas of improvement. This includes but is not limited to: the organizational mission and/or inclusion statements; non-discrimination documents; community outreach plans; plans to increase diverse applicants for staff positions; communication strategies to address program recipients who have historically been excluded from participation; and staff training activities on diversity, equity, and inclusion.
- B. Facilities: Grantee shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards.
1. Grantee shall notify HSH immediately in the event it is given notice of violations by the Department of Building Inspection (DBI), Department of Public Health (DPH), or another City agency.
- C. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identity, disability, HIV status, or immigration status unless otherwise required by law.
- D. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide client-centered, low-barrier access to housing and services.
- E. Overdose Prevention: Grantee shall follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on overdose recognition and response.
- F. Language and Interpretation Services: Grantee shall ensure that translation and

interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.

G. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding tenant's housing stability.

H. Grievance Procedure:

1. Grantee shall establish and maintain a written Grievance Procedure for tenants, which shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a tenant can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the tenant to contact after the tenant has exhausted Grantee's internal Grievance Procedure.
2. Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each tenant and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Grantee shall post the policy at all times in a location visible to tenants, and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.

I. Feedback, Complaint and Follow-up Policies:

Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.

J. City Communications, Trainings and Meetings:

Grantee shall keep HSH informed of program operations and comply with HSH policies and training requirements, and participate in meetings including but not limited to:

1. Regular communication to HSH about the implementation of the program;

2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
 3. Attendance at trainings (e.g., overdose prevention training), when required by HSH. Grantee shall ensure all site-based or tenant-facing staff and subcontractors are onboarded and trained to perform the services in accordance with Housing First, Harm Reduction, and Trauma-Informed Principles.
- K. Coordination with Other Service Providers: Grantee shall establish written agreements with Support Services and other service providers that are part of the site team to formalize collaboration and roles and responsibilities.
- L. Critical Incidents: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, within 72 hours of the incident according to Department policy. Critical incidents shall be reported using the online Critical Incident Report (CIR) form. In addition, critical incidents that involve life endangerment events or major service disruptions must be reported immediately to the HSH program manager. Please refer to the CIR Policy and procedures on the HSH Providers Connect website.
- M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- N. Anti-Violence and Weapons Policy:
1. Anti-Violence Efforts. Grantee shall develop, adopt, and train employees on a Workplace Emergency Action Plan to prepare and respond to serious violent incidents, including an active shooter. Grantee shall also comply with HSH's Support Services Policies and Procedures: Responses to Critical Incidents Involving Threatening & Assaultive Behavior, which describes the actions that HSH expects each PSH Housing Provider to take to warn, and protect staff, tenants, and the public who are present, when an assaultive and threatening behavior occurs.
 2. PSH Weapons Policy and Lease Addendum. Grantee shall adopt and enforce a site specific PSH Weapons Policy. Each PSH Weapons Policy must be substantially in the form as the model set out in HSH's Anti-Violence and Weapons Policy. Grantee shall incorporate the lease addendum into the tenant subleases.
- O. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood as defined in the [HSH Good Neighbor Policy](#). Grantee shall develop and maintain procedures to ensure compliance with all applicable policy components.

P. Record Keeping and Files: Grantee shall update applicant referral status information in the ONE System in accordance with HSH policy and instruction.

1. Grantee shall maintain confidential tenant files on the served population, including signed lease agreement and addenda, notices or lease violations issued to the tenant, copies of payment plans or other agreements to support housing stability. Hard copy files shall be stored securely within a locked cabinet and within a locked office.
2. Grantee shall track receipt and completion of maintenance work orders.
3. Grantee shall maintain all eligibility, inspection, and services documentation and care plans in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.
4. Grantees shall document services in the ONE System as needed to meet external funding and/or billing requirements.

Q. Data Standards:

1. Grantee shall ensure compliance with the HMIS Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, including but not limited to: (a) entering all client data within three business days (unless specifically requested to do so sooner); (b) ensuring accurate dates for enrollment, exit, and (if applicable) move-in; and (c) running monthly data quality reports and correcting errors.
2. Data entered in the ONE system shall meet or exceed the ONE System CDQI Process standards.
3. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH shall provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
4. Grantee shall maintain updated unit vacancy information on a weekly basis in the data system designated by HSH (Offline Vacancy Tracker and/or ONE System) as required. Changes to vacancy reporting shall be communicated to Grantees in writing from HSH.

R. Confidentiality:

1. Grantee shall comply with applicable federal, state, and local laws that govern the confidentiality, privacy, and security of client data shared between Grantee, HSH, and other providers if those laws apply for the purposes described in the Grant Plan, including but not limited to: U.S. Department of Housing and Urban Department (2004) Homeless Management Information Systems (HMIS) Data and Technical Standards Final Notice and 24 C.F.R. Part 578, Continuum of Care.

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://www.sf.gov/information--one-system>

2. Grantee shall safeguard the confidentiality of all client data by (a) ensuring the security and integrity of all client data; (b) maintaining computers and other information systems and technology infrastructure that it uses to create, receive, maintain, use, or transmit client data in a secure manner; (c) protecting against any anticipated threats or hazards to the security and integrity all client data; (d) protecting against unauthorized disclosure, access, or use of all client data; (e) ensuring the proper disposal of client data; and (f) ensuring that all of Grantee's employees, agents, and subcontractors, if any, comply with all of the foregoing.
 3. Grantee shall immediately notify HSH upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to client data shared under this Grant Plan or which in any way might reasonably require access to client data, and in no event later than twenty-four (24) hours after Grantee receives the request. Grantee shall not respond to Legal Requests without first notifying City.
 4. In the event that Grantee becomes aware of a breach that results in a confirmed unauthorized disclosure that compromises the security, confidentiality, or integrity of client data, Grantee shall, as applicable: (a) notify HSH immediately following discovery, but no later than 48 hours, of such confirmation; (b) coordinate with HSH in its breach response activities; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) provide to HSH a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence; and (e) assist HSH upon request and/or as directed in providing notice and/or monitoring to affected individuals in compliance with applicable law.
 5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.
- S. Reasonable Accommodation Process: Grantee shall establish and maintain a written Reasonable Accommodation Process for the program. Grantee shall, at program entry, review and provide a copy of a written Reasonable Accommodation process to each participant.

VII. Service Objectives

Grantee shall achieve the following Service Objectives:

- A. Grantee shall ensure that each unit, upon turnover, is clean and/or repaired within 21 days, on average.
- B. Grantee shall ensure that new tenant move-ins occur within 30 days of referral.
- C. Grantee shall collect at least 90 percent of tenant portions of monthly rent from occupied units.
- D. Grantee shall maintain an occupancy rate of at least 93 percent.

VIII. Outcome Objectives

Grantee shall achieve the following Outcome Objectives:

- A. Ninety percent of households will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
- B. Eighty-five percent of household lease violations will be resolved without loss of housing to tenants.
- C. At least 65 percent of households shall complete an annual Tenant Satisfaction Survey and of those, 80 percent of tenants will be satisfied or very satisfied with Property Management services.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as the ONE System and CARBON.

- A. Grantee shall report vacancies to HSH in a timely fashion according to established procedures and process all tenant referrals in the pre-established timeframe. When required by HSH, Grantee shall enter tenant data in the ONE System.
- B. On a quarterly basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter:
 - 1. Average number of days to turn over units; and
 - 2. The number of tenants receiving lease violations, and the number and percentage of tenant lease violations that were resolved without loss of housing to tenants.
- C. On an annual basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each year:
 - 1. The number and percentage of tenants who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements;
 - 2. The number of program exits;
 - 3. The number and percentage of tenants who completed a written survey to provide feedback on the type and quality of program services;
 - 4. The tenant satisfaction survey results; and
 - 5. The number of households showing housing instability that remained housed.
- D. Grantee shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Grantee shall provide information on evictions and eviction notices issued to households residing in City-funded housing to Support Services to enter into the ONE System. Grantee shall verify the accuracy of eviction reporting data in the ONE System

quarterly, and shall review the annual eviction report prior to submission to HSH. Grantee shall adhere to all deadlines for submission as required by HSH.

- E. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
- F. Grantee shall provide information for an annual report on client enrollment in public benefits per the Administrative Code Article VI, Section 20.54.4(c) - Permanent Supportive Housing – Enrollment in Social Services https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-11877, as instructed by HSH.
- G. Grantee shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within 30 working days of receipt of any evaluation report and any Grantee response will become part of the official report.
- H. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, including, but not limited to review of the following: tenant files, administrative records, staff training documentation, postings, program policies and procedures, data submitted in program reports, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the ONE System may include, but is not limited to, data quality reports from the ONE System, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.

B. Fiscal and Compliance Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts and memoranda of understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET**

Document Date	7/1/2026		
Contract Term	Begin Date	End Date	Duration (Years)
Current Term	1/1/2021	6/30/2026	6
Amended Term	1/1/2021	6/30/2029	9
Approved Subcontractors			
Janitorial vendor / VIP Cleaning Crew LLC			

DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING

APPENDIX B, BUDGET

Document Date	7/1/2026											
Contract Term	Begin Date	End Date	Duration (Years)									
Current Term	1/1/2021	6/30/2026	6									
Amended Term	1/1/2021	6/30/2029	9									
				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Service Component - Number Served				1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029
Support Services, Property Management & Master Leasing				61	61	61	61	61	61	61	61	61

	A	B	C	D	E	H	K	N	Q	T
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2026								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	1/1/2021	6/30/2026	6						
6	Amended Term	1/1/2021	6/30/2029	9						
7	Provider Name	Tenderloin Housing Clinic, Inc.								
8	Program	Abigail Hotel Housing Ladder								
9	FSP Contract ID#	1000017196								
10	Action (select)	Amendment								
11	Effective Date	7/1/2026								
12	Budget Names	ERAF & General Fund & Prop C - Housing Ladder; One-Time - ERAF - Start Up Costs								
13		Current	New							
14	Term Budget	\$ 8,794,638	\$ 14,379,223							
15	Contingency	\$ 1,174,558	\$ 1,116,917	20%						
16	Not-To-Exceed	\$ 9,969,196	\$ 15,496,140		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
17					1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026
18					Current	Current	Current	Current	Current	Current
19	Expenditures									
20	Salaries & Benefits	\$ 135,764.6	\$ 278,318	\$ 338,066	\$ 292,475	\$ 217,352	\$ 278,781			
21	Operating Expense	\$ 182,500.0	\$ 373,865	\$ 358,738	\$ 426,498	\$ 385,629	\$ 361,402			
22	Subtotal	\$ 318,264.6	\$ 652,183	\$ 696,803	\$ 718,973	\$ 602,981	\$ 640,184			
24	Indirect Cost	\$ 36,600.0	\$ 75,001	\$ 80,132	\$ 82,682	\$ 69,343	\$ 73,621			
25	Other Expenses (Not subject to indirect %)	\$ (309,277)	\$ 690,797	\$ 1,005,625	\$ 1,245,587	\$ 1,353,491	\$ 1,381,323			
26	Capital Expenditure	\$ 95,689.0	\$ 244,339	\$ 21,616	\$ 36,615	\$ (19,440)	\$ -			
28	Total Expenditures	\$ 141,276	\$ 1,662,321	\$ 1,804,177	\$ 2,083,857	\$ 2,006,375	\$ 2,095,128			
29										
30	HSH Revenues (select)*									
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ 886,891	\$ 1,804,068	\$ 1,823,526	\$ 1,238,079	\$ -	\$ -			
32	ERAF - One-Time	\$ 347,750	\$ -	\$ 46,000	\$ -	\$ -	\$ -			
33	General Fund - Ongoing	\$ -	\$ -	\$ 120,238	\$ 83,967	\$ -	\$ -			
34	Prop C - Ongoing	\$ -	\$ -	\$ -	\$ 661,023	\$ 1,854,520	\$ 1,861,528			
35	Adjustment to Actuals	\$ (1,119,803)	\$ (278,997)	\$ (323,587)	\$ (109,211)	\$ (101,353)	\$ -			
40	Total HSH Revenues	\$ 114,838	\$ 1,525,071	\$ 1,666,177	\$ 1,873,857	\$ 1,753,167	\$ 1,861,528			
41	Other Revenues (to offset Total Expenditures)									
42	Rental Income	\$ 26,438	\$ 137,250	\$ 138,000	\$ 210,000	\$ 253,208	\$ 233,600			
47	Total Other Revenues	\$ 26,438	\$ 137,250	\$ 138,000	\$ 210,000	\$ 253,208	\$ 233,600			
48										
49	Total HSH + Other Revenues	\$ 141,276	\$ 1,662,321	\$ 1,804,177	\$ 2,083,857	\$ 2,006,375	\$ 2,095,128			
52	Total Adjusted Salary FTE (All Budgets)									
53										
54	Prepared by	Wynne Tang								
55	Phone	415-885-3286x1111								
56	Email	wynne@thclinic.org								

*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.

	A	B	C	D	Y	AB	AE	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2026								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	1/1/2021	6/30/2026	6						
6	Amended Term	1/1/2021	6/30/2029	9						
7	Provider Name	Tenderloin Housing Clinic, Inc.								
8	Program	Abigail Hotel Housing Ladder								
9	F&P Contract ID#	1000017196								
10	Action (select)	Amendment								
11	Effective Date	7/1/2026								
12	Budget Names	ERAF & General Fund & Prop C - Housing Ladder; One-Time - ERAF - Start Up Costs								
13		Current	New							
14	Term Budget	\$ 8,794,638	\$ 14,379,223							
15	Contingency	\$ 1,174,558	\$ 1,116,917	20%						
16	Not-To-Exceed	\$ 9,969,196	\$ 15,496,140		Year 7	Year 8	Year 9	All Years		
17					7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2029	1/1/2021 - 6/30/2029
18					New	New	New	Current	Amendment	New
19	Expenditures									
20	Salaries & Benefits	\$ 298,781	\$ 298,781	\$ 298,781	\$ 1,540,757	\$ 896,344	\$ 2,437,100			
21	Operating Expense	\$ 341,402	\$ 341,402	\$ 341,402	\$ 2,088,632	\$ 1,024,207	\$ 3,112,840			
22	Subtotal	\$ 640,184	\$ 640,184	\$ 640,184	\$ 3,629,389	\$ 1,920,551	\$ 5,549,940			
24	Indirect Cost	\$ 73,621	\$ 73,621	\$ 73,621	\$ 417,379	\$ 220,863	\$ 638,243			
25	Other Expenses (Not subject to indirect %)	\$ 1,381,323	\$ 1,381,323	\$ 1,381,323	\$ 5,367,546	\$ 4,143,970	\$ 9,511,517			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ 378,819	\$ -	\$ 378,819			
28	Total Expenditures	\$ 2,095,128	\$ 2,095,128	\$ 2,095,128	\$ 9,793,134	\$ 6,285,384	\$ 16,078,518			
29										
30	HSH Revenues (select)*									
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ -	\$ -	\$ -	\$ 5,752,564	\$ -	\$ 5,752,564			
32	ERAF - One-Time	\$ -	\$ -	\$ -	\$ 393,750	\$ -	\$ 393,750			
33	General Fund - Ongoing	\$ -	\$ -	\$ -	\$ 204,205	\$ -	\$ 204,205			
34	Prop C - Ongoing	\$ 1,861,528	\$ 1,861,528	\$ 1,861,528	\$ 4,377,071	\$ 5,584,584	\$ 9,961,656			
35	Adjustment to Actuals	\$ -	\$ -	\$ -	\$ (1,932,952)	\$ -	\$ (1,932,952)			
40	Total HSH Revenues	\$ 1,861,528	\$ 1,861,528	\$ 1,861,528	\$ 8,794,638	\$ 5,584,584	\$ 14,379,223			
41	Other Revenues (to offset Total Expenditures)									
42	Rental Income	\$ 233,600	\$ 233,600	\$ 233,600	\$ 998,496	\$ 700,800	\$ 1,699,296			
47	Total Other Revenues	\$ 233,600	\$ 233,600	\$ 233,600	\$ 998,496	\$ 700,800	\$ 1,699,296			
48										
49	Total HSH + Other Revenues	\$ 2,095,128	\$ 2,095,128	\$ 2,095,128	\$ 9,793,134	\$ 6,285,384	\$ 16,078,518			
52	Total Adjusted Salary FTE (All Budgets)	3.07		3.07	3.07					
53										
54	Prepared by	Wynne Tang								
55	Phone	415-885-3286x1111								
56	Email	wynne@thclinic.org								
		*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.								

	A	B	C	D	E	H	K	N	Q	T
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2026								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	1/1/2021	6/30/2026	6						
6	Amended Term	1/1/2021	6/30/2029	9						
7	Provider Name	Tenderloin Housing Clinic, Inc.								
8	Program	Abigail Hotel Housing Ladder								
9	F\$P Contract ID#	1000017196								
10	Action (select)	Amendment								
11	Effective Date	7/1/2026								
12	Budget Name	ERAF & General Fund & Prop C - Housing Ladder								
13		Current	New							
14	Term Budget	\$ 8,768,470	\$ 14,353,054							
15	Contingency	\$ 1,174,558	\$ 1,116,917	20%						
16	Not-To-Exceed	\$ 9,969,196	\$ 15,496,140		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
17					1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026
18					Current	Current	Current	Current	Current	Current
19	Expenditures									
20	Salaries & Benefits	\$ 135,765	\$ 278,318	\$ 338,066	\$ 292,475	\$ 217,352	\$ 278,781			
21	Operating Expense	\$ 182,500	\$ 373,865	\$ 358,738	\$ 426,498	\$ 385,629	\$ 361,402			
22	Subtotal	\$ 318,265	\$ 652,183	\$ 696,803	\$ 718,973	\$ 602,981	\$ 640,184			
23	Indirect Percentage	11.50%	11.50%	11.50%	11.50%	11.50%	11.50%			
24	Indirect Cost (Line 22 X Line 23)	\$ 36,600	\$ 75,001	\$ 80,132	\$ 82,682	\$ 69,343	\$ 73,621			
25	Other Expenses (Not subject to indirect %)	\$ (309,277)	\$ 690,797	\$ 979,457	\$ 1,245,587	\$ 1,353,491	\$ 1,381,323			
26	Capital Expenditure	\$ 95,688.98	\$ 244,339	\$ 21,616	\$ 36,615	\$ (19,440)	\$ -			
28	Total Expenditures	\$ 141,276	\$ 1,662,321	\$ 1,778,008	\$ 2,083,857	\$ 2,006,375	\$ 2,095,128			
29										
30	SHS Revenues (select)									
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ 886,891	\$ 1,804,068	\$ 1,823,526	\$ 1,238,079					
32	ERAF - One-Time	\$ 347,750	\$ -	\$ -	\$ -					
33	General Fund - Ongoing			\$ 120,238	\$ 83,967					
34	Prop C - Ongoing	\$ -	\$ -	\$ -	\$ 661,023	\$ 1,854,520	\$ 1,861,528			
35	Adjustment to Actuals	\$ (1,119,803)	\$ (278,997)	\$ (303,756)	\$ (109,211)	\$ (101,353)				
40	Total SHS Revenues	\$ 114,838	\$ 1,525,071	\$ 1,640,008	\$ 1,873,857	\$ 1,753,167	\$ 1,861,528			
41	Other Revenues (to offset Total Expenditures)									
42	Rental Income	\$ 26,438	\$ 137,250	\$ 138,000	\$ 210,000	\$ 253,208	\$ 233,600			
47	Total Other Revenues	\$ 26,438	\$ 137,250	\$ 138,000	\$ 210,000	\$ 253,208	\$ 233,600			
48										
49	Total SHS + Other Revenues	\$ 141,276	\$ 1,662,321	\$ 1,778,008	\$ 2,083,857	\$ 2,006,375	\$ 2,095,128			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

	A	B	C	D	Y	AB	AE	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING									
2	APPENDIX B, BUDGET									
3	Document Date	7/1/2026								
4	Contract Term	Begin Date	End Date	Duration (Years)						
5	Current Term	1/1/2021	6/30/2026	6						
6	Amended Term	1/1/2021	6/30/2029	9						
7	Provider Name	Tenderloin Housing Clinic, Inc.								
8	Program	Abigail Hotel Housing Ladder								
9	F\$P Contract ID#	1000017196								
10	Action (select)	Amendment								
11	Effective Date	7/1/2026								
12	Budget Name	ERAF & General Fund & Prop C - Housing Ladder								
13		Current	New							
14	Term Budget	\$ 8,768,470	\$ 14,353,054							
15	Contingency	\$ 1,174,558	\$ 1,116,917	20%	EXTENSION YEAR EXTENSION YEAR EXTENSION YEAR					
16	Not-To-Exceed	\$ 9,969,196	\$ 15,496,140		Year 7	Year 8	Year 9	All Years		
17					7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2029	1/1/2021 - 6/30/2029
18					New	New	New	Current	Amendment	New
19	Expenditures									
20	Salaries & Benefits	\$ 298,781	\$ 298,781	\$ 298,781	\$ 1,540,757	\$ 896,344	\$ 2,437,100			
21	Operating Expense	\$ 341,402	\$ 341,402	\$ 341,402	\$ 2,088,632	\$ 1,024,207	\$ 3,112,840			
22	Subtotal	\$ 640,184	\$ 640,184	\$ 640,184	\$ 3,629,389	\$ 1,920,551	\$ 5,549,940			
23	Indirect Percentage	11.50%	11.50%	11.50%						
24	Indirect Cost (Line 22 X Line 23)	\$ 73,621	\$ 73,621	\$ 73,621	\$ 417,379	\$ 220,863	\$ 638,243			
25	Other Expenses (Not subject to indirect %)	\$ 1,381,323	\$ 1,381,323	\$ 1,381,323	\$ 5,341,378	\$ 4,143,970	\$ 9,485,348			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ 378,819	\$ -	\$ 378,819			
28	Total Expenditures	\$ 2,095,128	\$ 2,095,128	\$ 2,095,128	\$ 9,766,966	\$ 6,285,384	\$ 16,052,350			
29										
30	SHS Revenues (select)									
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ -	\$ -	\$ -	\$ 5,752,564	\$ -	\$ 5,752,564			
32	ERAF - One-Time	\$ -	\$ -	\$ -	\$ 347,750	\$ -	\$ 347,750			
33	General Fund - Ongoing	\$ -	\$ -	\$ -	\$ 204,205	\$ -	\$ 204,205			
34	Prop C - Ongoing	\$ 1,861,528	\$ 1,861,528	\$ 1,861,528	\$ 4,377,071	\$ 5,584,584	\$ 9,961,656			
35	Adjustment to Actuals	\$ -	\$ -	\$ -	\$ (1,913,120)	\$ -	\$ (1,913,120)			
40	Total HSH Revenues	\$ 1,861,528	\$ 1,861,528	\$ 1,861,528	\$ 8,768,470	\$ 5,584,584	\$ 14,353,054			
41	Other Revenues (to offset Total Expenditures)									
42	Rental Income	\$ 233,600	\$ 233,600	\$ 233,600	\$ 998,496	\$ 700,800	\$ 1,699,296			
47	Total Other Revenues	\$ 233,600	\$ 233,600	\$ 233,600	\$ 998,496	\$ 700,800	\$ 1,699,296			
48										
49	Total HSH + Other Revenues	\$ 2,095,128	\$ 2,095,128	\$ 2,095,128	\$ 9,766,966	\$ 6,285,384	\$ 16,052,350			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

	A	F	M	T	AA	AH	AO
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						
2	SALARY & BENEFIT DETAIL						
3	Document Date	7/1/2026					
4	Provider Name	Tenderloin Housing Clinic, Inc.					
5	Program	Abigail Hotel Housing Ladder					
6	FSP Contract ID#	1000017196					
7	Budget Name	ERAF & General Fund & Prop C - Housing Ladder					
8		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
9	POSITION TITLE	1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026
10		Current	Current	Current	Current	Current	Current
11		Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary
12	Property Manager	\$ 30,900	\$ 63,345	\$ 81,903	\$ 84,889	\$ 50,108	\$ 72,801
13	Maintenance Worker	\$ 23,175	\$ 47,509	\$ 54,938	\$ 54,938	\$ 28,798	\$ 30,999
14	Director of Property Mgmt	\$ 1,530	\$ 3,136	\$ 4,374	\$ 4,700	\$ 4,686	\$ 4,801
15	Assoc Director of Property Mgmt	\$ 3,527	\$ 7,231	\$ 8,942	\$ 12,829	\$ 9,468	\$ 9,277
16	Facilities Manager	\$ 6,074	\$ 12,451	\$ 15,434	\$ 16,250	\$ 15,787	\$ 16,599
17	Case Manager	\$ 23,175	\$ 47,509	\$ 57,963	\$ 15,000	\$ 33,048	\$ 43,837
18	Support Services Manager	\$ 4,807	\$ 9,854	\$ 13,243	\$ 13,904	\$ 8,344	\$ 13,856
19	Assoc Director of Support Services	\$ 2,884	\$ 5,912	\$ 7,978	\$ 8,466	\$ 5,534	\$ 8,649
20	Director of Support Services	\$ 1,320	\$ 2,708	\$ 3,802	\$ 4,079	\$ 4,044	\$ 4,167
55		\$ 97,392	\$ 199,654	\$ 248,578	\$ 215,055	\$ 159,818	\$ 204,986
56							
57		39.40%	39.40%	36.00%	36.00%	36.00%	36.00%
58		\$ 38,373	\$ 78,664	\$ 89,488	\$ 77,420	\$ 57,534	\$ 73,795
59		\$ 135,765	\$ 278,318	\$ 338,066	\$ 292,475	\$ 217,352	\$ 278,781

	A	AR	AS	AT	AU	AX	BE	BL	BT	BU	BV
1	DEPARTMENT OF HOMELESSNESS										
2	SALARY & BENEFIT DETAIL										
3	Document Date										
4	Provider Name										
5	Program										
6	F\$P Contract ID#										
7	Budget Name										
8		EXTENSION YEAR				EXTENSION YEAR			EXTENSION YEAR		
9		Year 7				Year 8	Year 9	All Years			
10	POSITION TITLE	Agency Totals		For HSH Funded Program		7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2029	1/1/2021 - 6/30/2029
11						New	New	New	Current	Amendment	New
12		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
13	Property Manager	\$ 72,801	1.00	100%	1.00	\$ 72,801	\$ 72,801	\$ 72,801	\$ 383,946	\$ 218,402	\$ 602,349
14	Maintenance Worker	\$ 61,998	1.00	50%	0.50	\$ 30,999	\$ 30,999	\$ 30,999	\$ 240,356	\$ 92,997	\$ 333,353
15	Director of Property Mgmt	\$ 165,542	1.00	3%	0.03	\$ 4,801	\$ 4,801	\$ 4,801	\$ 23,226	\$ 14,402	\$ 37,628
16	Assoc Director of Property Mgmt	\$ 109,146	1.00	9%	0.09	\$ 9,277	\$ 9,277	\$ 9,277	\$ 51,275	\$ 27,832	\$ 79,107
17	Facilities Manager	\$ 98,221	1.00	17%	0.17	\$ 16,599	\$ 16,599	\$ 16,599	\$ 82,596	\$ 49,798	\$ 132,394
18	Case Manager	\$ 58,543	1.00	100%	1.00	\$ 58,543	\$ 58,543	\$ 58,543	\$ 220,532	\$ 175,629	\$ 396,161
19	Support Services Manager	\$ 81,990	1.00	17%	0.17	\$ 13,856	\$ 13,856	\$ 13,856	\$ 64,008	\$ 41,569	\$ 105,577
20	Assoc Director of Support Services	\$ 101,747	1.00	9%	0.09	\$ 8,649	\$ 8,649	\$ 8,649	\$ 39,423	\$ 25,946	\$ 65,368
21	Director of Support Services	\$ 143,693	1.00	3%	0.03	\$ 4,167	\$ 4,167	\$ 4,167	\$ 20,121	\$ 12,501	\$ 32,622
22		TOTAL SALARIES				\$ 219,692	\$ 219,692	\$ 219,692	\$ 1,125,483	\$ 659,076	\$ 1,784,559
23		TOTAL FTE		3.07							
24		FRINGE BENEFIT RATE		36.00%		36.00%	36.00%	36.00%			
25		EMPLOYEE FRINGE BENEFITS				\$ 79,089	\$ 79,089	\$ 79,089	\$ 415,274	\$ 237,267	\$ 652,541
26		TOTAL SALARIES & BENEFITS				\$ 298,781	\$ 298,781	\$ 298,781	\$ 1,540,757	\$ 896,344	\$ 2,437,100

	A	B	E	H	K	N	Q
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING						
2	OPERATING DETAIL						
3	Document Date	7/1/2026					
4	Provider Name	Tenderloin Housing Clinic, Inc.					
5	Program	Abigail Hotel Housing Ladder					
6	F\$P Contract ID#	1000017196					
7	Budget Name	ERAF & General Fund & Prop C - Housing Ladder					
8							
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
10		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026
11		Current	Current	Current	Current	Current	Current
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
13	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 72,500	\$ 145,000	\$ 190,272	\$ 135,000	\$ 109,860	\$ 159,026
14	Office Supplies, Postage	\$ 2,500	\$ 7,500	\$ 1,950	\$ 4,500	\$ 4,751	\$ 5,209
15	Building Maintenance Supplies and Repair	\$ 40,000	\$ 117,500	\$ 96,976	\$ 184,455	\$ 197,856	\$ 70,417
16	Printing and Reproduction		\$ -	\$ -	\$ -	\$ -	\$ -
17	Insurance	\$ 9,500	\$ 19,000	\$ 18,000	\$ 24,003	\$ 26,134	\$ 43,733
18	Community Engagement		\$ -	\$ 6,540	\$ 6,540	\$ 3,300	\$ 4,575
19	Staff Travel-(Local & Out of Town)		\$ -	\$ -	\$ -	\$ -	\$ -
20	Rental of Equipment		\$ -	\$ -	\$ -	\$ -	\$ -
21	Legal Costs	\$ 1,500	\$ 3,000	\$ 5,000	\$ 5,000	\$ 3,247	\$ 23,441
22	Elevator Repairs	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 8,231	\$ 10,000
23				\$ -	\$ -	\$ -	\$ -
42	<u>Subcontractors/Temporary Staffing</u>			\$ -	\$ -	\$ -	\$ -
43	Janitorial Services via VIP Cleaning Crew	\$ 41,500	\$ 66,865	\$ 25,000	\$ 25,000	\$ 19,800	\$ 25,000
44	Temp - Case Manager				\$ 27,000	\$ 12,451	\$ 20,000
67							
68	TOTAL OPERATING EXPENSES	\$ 182,500	\$ 373,865	\$ 358,738	\$ 426,498	\$ 385,629	\$ 361,402
69							
70	<u>Other Expenses (not subject to indirect cost %)</u>						
71	Rental of Property	\$ 527,744	\$ 819,989	\$ 1,116,300	\$ 1,125,000	\$ 1,151,858	\$ 1,176,810
72	Abigail's portion Modified Payment Program usage	\$ 30,720	\$ 57,922	\$ 89,500	\$ 83,444	\$ 83,444	\$ 83,444
73	Abigail's portion Prop Mgmt Infrastructure usage		\$ 91,883	\$ 99,028	\$ 118,190	\$ 118,190	\$ 118,190
74	Adjustment to Actuals	\$ (867,741)	\$ (278,997)	\$ (325,372)	\$ (109,211)	\$ -	\$ -
75	Property Management Software				\$ 28,166	\$ -	\$ -
76	Tenant Rep Stipend				\$ -	\$ -	\$ 2,880
82							
83	TOTAL OTHER EXPENSES	\$ (309,277)	\$ 690,797	\$ 979,457	\$ 1,245,587	\$ 1,353,491	\$ 1,381,323
84							
85	<u>Capital Expenses</u>						
86	Ramp-Up: Consultant for Lease-up	\$ 80,000	\$ 46,698				
87	Ramp-Up: Moving Service	\$ 25,000	\$ 72,232				
88	Ramp-Up: Pest inspection/ Treatment at move-in	\$ 25,000	\$ 8,738				
89	Ramp-up: Office furniture, PC, Printer	\$ 10,000	\$ 11,380				
90	Ramp-up: Community Room furniture / TV	\$ 40,000	\$ 38,990				
91	Ramp-up: Laundry Room cart & table	\$ 2,000	\$ -				
92	Ramp-up: Unit furniture	\$ 93,000	\$ 3,891				
93	Ramp-up: Refrigerators & Microwaves	\$ 22,750	\$ 21,568				
94	Ramp-up: Gate between Abigail Hotel and 250 McAllister building.	\$ 50,000	\$ 40,841				
95	Ramp-up: Adjustment to Actuals	\$ (252,061)	\$ -				
96	Approved One-Time Capital Expenses	\$ -	\$ -	\$ 21,616	\$ 36,615	\$ (19,440)	\$ -
97							
98	TOTAL CAPITAL EXPENSES	\$ 95,689	\$ 244,339	\$ 21,616	\$ 36,615	\$ (19,440)	\$ -

	A	V	Y	AB	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPP						
2	OPERATING DETAIL						
3	Document Date						
4	Provider Name						
5	Program						
6	F\$P Contract ID#						
7	Budget Name						
8	EXTENSION YEAR EXTENSION YEAR						
9		Year 7	Year 8	Year 9	All Years		
10		7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028	7/1/2028 - 6/30/2029	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2029	1/1/2021 - 6/30/2029
11		New	New	New	Current	Amendment	New
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
13	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 159,026	\$ 159,026	\$ 159,026	\$ 811,658	\$ 477,078	\$ 1,288,736
14	Office Supplies, Postage	\$ 5,209	\$ 5,209	\$ 5,209	\$ 26,410	\$ 15,628	\$ 42,038
15	Building Maintenance Supplies and Repair	\$ 70,417	\$ 70,417	\$ 70,417	\$ 707,204	\$ 211,252	\$ 918,456
16	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Insurance	\$ 43,733	\$ 43,733	\$ 43,733	\$ 140,370	\$ 131,200	\$ 271,570
18	Community Engagement	\$ 4,575	\$ 4,575	\$ 4,575	\$ 20,955	\$ 13,725	\$ 34,680
19	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Legal Costs	\$ 23,441	\$ 23,441	\$ 23,441	\$ 41,188	\$ 70,324	\$ 111,513
22	Elevator Repairs	\$ 10,000	\$ 10,000	\$ 10,000	\$ 78,231	\$ 30,000	\$ 108,231
23		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42	<u>Subcontractors/Temporary Staffing</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	Janitorial Services via VIP Cleaning Crew	\$ 25,000	\$ 25,000	\$ 25,000	\$ 203,165	\$ 75,000	\$ 278,165
44	Temp - Case Manager	\$ -	\$ -	\$ -	\$ 59,451	\$ -	\$ 59,451
67							
68	TOTAL OPERATING EXPENSES	\$ 341,402	\$ 341,402	\$ 341,402	\$ 2,088,632	\$ 1,024,207	\$ 3,112,840
69							
70	<u>Other Expenses (not subject to indirect cost %)</u>						
71	Rental of Property	\$ 1,176,810	\$ 1,176,810	\$ 1,176,810	\$ 5,917,702	\$ 3,530,431	\$ 9,448,133
72	Abigail's portion Modified Payment Program usage	\$ 83,444	\$ 83,444	\$ 83,444	\$ 428,473	\$ 250,331	\$ 678,803
73	Abigail's portion Prop Mgmt Infrastructure usage	\$ 118,190	\$ 118,190	\$ 118,190	\$ 545,480	\$ 354,569	\$ 900,048
74	Adjustment to Actuals	\$ -	\$ -	\$ -	\$ (1,581,322)	\$ -	\$ (1,581,322)
75	Property Management Software	\$ -	\$ -	\$ -	\$ 28,166	\$ -	\$ 28,166
76	Tenant Rep Stipend	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880	\$ 8,640	\$ 11,520
82							
83	TOTAL OTHER EXPENSES	\$ 1,381,323	\$ 1,381,323	\$ 1,381,323	\$ 5,341,378	\$ 4,143,970	\$ 9,485,348
84							
85	<u>Capital Expenses</u>						
86	Ramp-Up: Consultant for Lease-up	\$ -	\$ -	\$ -	\$ 126,698	\$ -	\$ 126,698
87	Ramp-Up: Moving Service	\$ -	\$ -	\$ -	\$ 97,232	\$ -	\$ 97,232
88	Ramp-Up: Pest inspection/ Treatment at move-in	\$ -	\$ -	\$ -	\$ 33,738	\$ -	\$ 33,738
89	Ramp-up: Office furniture, PC, Printer	\$ -	\$ -	\$ -	\$ 21,380	\$ -	\$ 21,380
90	Ramp-up: Community Room furniture / TV	\$ -	\$ -	\$ -	\$ 78,990	\$ -	\$ 78,990
91	Ramp-up: Laundry Room cart & table	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000
92	Ramp-up: Unit furniture	\$ -	\$ -	\$ -	\$ 96,891	\$ -	\$ 96,891
93	Ramp-up: Refrigerators & Microwaves	\$ -	\$ -	\$ -	\$ 44,318	\$ -	\$ 44,318
94	Ramp-up: Gate between Abigail Hotel and 250 McAllister building.	\$ -	\$ -	\$ -	\$ 90,841	\$ -	\$ 90,841
95	Ramp-up: Adjustment to Actuals	\$ -	\$ -	\$ -	\$ (252,061)	\$ -	\$ (252,061)
96	Approved One-Time Capital Expenses	\$ -	\$ -	\$ -	\$ 38,791	\$ -	\$ 38,791
97							
98	TOTAL CAPITAL EXPENSES	\$ -	\$ -	\$ -	\$ 378,819	\$ -	\$ 378,819

BUDGET NARRATIVE

Fiscal Year

ERAF & General Fund & Prop C - Housing Ladder

FY26-27

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

<u>Salaries & Benefits</u>	<u>Adjusted</u>		<u>Justification</u>	<u>Calculation</u>
	<u>Budgeted</u>	<u>Budgeted</u>		
	<u>FTE</u>	<u>Salary</u>		
Property Manager	1.00	\$ 72,801	On-site management of Abigail for Step-up PSH tenants	Annualized Salary * Adj FTE
Maintenance Worker	0.50	\$ 30,999	On-site maintenance worker for Abigail repairs & proactive maintenance	Annualized Salary * Adj. FTE
Director of Property Mgmt	0.03	\$ 4,801	Oversight staffing for Abigail project	Annualized Salary * Adj. FTE
Assoc Director of Property Mgmt	0.09	\$ 9,277	Oversight staffing for Abigail project	Annualized Salary * Adj. FTE
Facilities Manager	0.17	\$ 16,599	Onsite management of facilities team for Abigail project	Annualized Salary * Adj. FTE
Case Manager	1.00	\$ 58,543	On-site case manager for Abigail's Step-up PSH tenants	Annualized Salary * Adj. FTE
Support Services Manager	0.17	\$ 13,856	Onsite management of case manager for Abigail project	Annualized Salary * Adj. FTE
Assoc Director of Support Services	0.09	\$ 8,649	Oversight staffing for Abigail project	Annualized Salary * Adj. FTE
Director of Support Services	0.03	\$ 4,167	Oversight staffing for Abigail project	Annualized Salary * Adj. FTE
TOTAL	3.07	\$ 219,692		
<u>Employee Fringe Benefits</u>			<u>Includes FICA, SSUI, Workers Compensation and Medical calculated at 36% of total salaries.</u>	
		\$ 79,089		
Salaries & Benefits Total		\$ 298,781		

<u>Operating Expenses</u>	<u>Budgeted</u>	<u>Justification</u>	<u>Calculation</u>
	<u>Expense</u>		
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 159,026	Estimated utility costs based upon prior actuals with a factor of annual increases	Estimated based on prior year and a factor of industry wide increases
Office Supplies, Postage	\$ 5,209	Estimated office supply expense	Estimated based on prior year and a factor of industry wide increases
Building Maintenance Supplies and Repair	\$ 70,417	Estimated repair & maintenance costs based upon prior actuals with a factor to account for any increase in pricing for materials or repairs by industry vendors.	Estimated based on prior year and a factor of industry wide increases
Insurance	\$ 43,733	General Liability insurance to operate at the Abigail.	From insurance quote for 10 months and estimated the remaining 2 months.
Community Engagement	\$ 4,575	Cost of activities, events to engage the tenants of the building.	Budgeted at \$75/per rentable unit. Consistent with Bristol, THC's other Housing Ladder project.
Legal Costs	\$ 23,441	Third party attorney services	Estimated based on prior year and current state of tenant behavior
Elevator Repairs	\$ 10,000	Capped elevator expense per our master lease agreement with the owner of the Abigail.	Max per our lease with the Abigail owner.
<u>Subcontractors/Temporary Staffing</u>	\$ -		.
Janitorial Services via VIP Cleaning Crew	\$ 25,000	Periodic janitorial for common areas provided by vendor	Estimated based on contract.
Temp - Case Manager	\$ -	Temporary Case Manager staffing as needed	.
TOTAL OPERATING EXPENSES	\$ 341,402		
Indirect Cost	11.5%	\$ 73,621	

BUDGET NARRATIVE

Fiscal Year

**ERAF & General Fund & Prop C -
Housing Ladder**

FY26-27

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>	<u>Calculation</u>
Rental of Property	\$ 1,176,810	Master lease of Abigail rental units	FY26 estimated actual
Abigail's portion Modified Payment Program usage	\$ 83,444	allocation based on units & usage factor for services provided by THC's Property Mgmt.	allocation based on units & usage factor for services provided by THC's Property Mgmt.
Abigail's portion Prop Mgmt Infrastructure usage	\$ 118,190	allocation based on units & usage factor for services provided by THC's MPP team.	allocation based on units & usage factor for services provided by THC's MPP team.
Tenant Rep Stipend	\$ 2,880	Stipend for tenant selected to: 1) Attend and provide building's sentiment at periodic: community engagement and/or informational trainings/meetings – held at the Central City SRO Collaborative (CCSRO) at 472 Ellis, 2) Encourage participation by building tenants: community events, property management meetings and 3) Help coordinate and encourage tenant participation in the building's annual fire drill and other safety related meetings held by building mgmt. and CCSRO	Same at FY26
TOTAL OTHER EXPENSES	\$ 1,381,323		

	A	B	C	D	E	H	K	N	Q	T	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING										
2	APPENDIX B, BUDGET										
3	Document Date	7/1/2026									
4	Contract Term	Begin Date	End Date	Duration (Years)							
5	Current Term	1/1/2021	6/30/2026	6							
7	Provider Name	Tenderloin Housing Clinic, Inc.									
8	Program	Abigail Hotel Housing Ladder									
9	F\$P Contract ID#	1000017196									
10	Action (select)	Amendment									
11	Effective Date	7/1/2026									
12	Budget Name	One-Time - ERAF - Start Up Costs									
13		Current	New								
14	Term Budget	\$ 26,168	\$ 26,168								
15	Contingency	\$ 1,174,558	\$ 1,116,917								
16	Not-To-Exceed	\$ 9,969,196	\$ 15,496,140	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	All Years	
17		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2021 - 6/30/2026			
18		Current	Current	Current	Current	Current	Current	Current			
19	Expenditures										
25	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ 26,168	\$ -	\$ -	\$ -	\$ -	\$ 26,168		
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
28	Total Expenditures	\$ -	\$ -	\$ 26,168	\$ -	\$ -	\$ -	\$ -	\$ 26,168		
29											
30	HSH Revenues (select)										
32	ERAF - One-Time			\$ 46,000						\$ 46,000	
35	Adjustment to Actuals			\$ (19,832)						\$ (19,832)	
40	Total HSH Revenues	\$ -	\$ -	\$ 26,168	\$ -	\$ -	\$ -	\$ -	\$ 26,168		
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
52											

	A	B	E	H	K	N	Q	AF
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	OPERATING DETAIL							
3	Document Date	7/1/2026						
4	Provider Name	Tenderloin Housing Clinic, Inc.						
5	Program	Abigail Hotel Housing Ladder						
6	FSP Contract ID#	1000017196						
7	Budget Name	One-Time - ERAF - Start Up Costs						
8								
9		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	All Years
10		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2021 - 6/30/2026
11		Current	Current	Current	Current	Current	Current	Current
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
70	<u>Other Expenses (not subject to indirect cost %)</u>							
71	Ramp-Up: Consultant for Lease-up			\$ 15,000				\$ 15,000
72	Ramp-Up: Moving Service			\$ 16,000				\$ 16,000
73	Ramp-Up: Pest inspection/ Treatment at move-in			\$ 15,000				\$ 15,000
74	Adjustment to Actuals			\$ (19,832)				\$ (19,832)
84	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ 26,168	\$ -	\$ -	\$ -	\$ 26,168
97	HSH #3							

Appendix C, Method of Payment

I. Reimbursement for Actual Costs:

In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred, paid by the Grantee, and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in the Appendix B, Budget(s) of the Agreement.

II. General Instructions for Invoice Submittal:

Grantee invoices shall include actual detailed expenditures for eligible activities incurred during the month and paid by the Grantee.

- A. Grantee shall submit all invoices and any related documentation required in the format specified below, after costs have been incurred and paid by the Grantee, and within 15 days after the month the service has occurred.
- B. Expenditures must be paid by the Grantee prior to invoicing HSH for grant expenditures.
- C. Grantee shall ensure all final invoices are submitted 15 days after the close of the fiscal year or project period. HSH does not allow supplemental invoicing for expenses that have not been billed after the close of the fiscal year or project period.
- D. Failure to consistently invoice within the required timelines shall result in a Corrective Action Plan issued by HSH which may impact Grantee’s ability to apply for future funding or requests for additional funding.

Billing Month/Date	Service Begin Date	Service End Date
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

E. Invoicing System:

- 1. Grantee shall submit invoices, and all required supporting documentation

demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.

2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special written approval from the HSH Contracts Manager.

F. Line Item Variance:

There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice more than 100 percent of an ongoing General Fund or Our City, Our Home Fund (Prop C) line item, provided that total expenditures do not exceed the budget category amount (i.e., Salary, Operating, Indirect and/or Capital), per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.

G. Spend Down:

1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower-than-expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.

3. Failure to spend Grant funding monthly and annually may result in reductions to future allocations and may impact future advance. HSH may set specific spend down targets and communicate those to Grantees.

H. Documentation and Record Keeping:

1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.
 - a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
 - a. Be easily searchable (e.g., PDF) and summarized in Excel;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII));
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed as Approved Subcontractors;
 - e. Include only documentation that pertains to the Grant budget that is being invoiced. Grantee shall not provide agency-wide supporting documentation for other agency costs or HSH Grants. (e.g., only payroll documentation for the personnel being charged to that invoice should be included); and
 - f. Include the Grantee's cost allocation plan.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities. HSH reserves the right to reject and/or deny invoices, in part or as a whole, that do not follow these instructions.

Our City, Our Home (Prop C)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a personnel report in Excel format that itemizes all payroll costs included in the invoice, historical and current payroll information from a payroll service or a payroll ledger from Grantee's accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs, and documentation for any single expense within the Operating budget category that exceeds \$10,000.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each operating invoice line, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.</p>
Operating - Direct Assistance	<p>Grantee shall maintain and provide documentation for all approved Direct Assistance costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include a detailed summary report in Excel format, showing proof of Direct Assistance expenditures, and any other information specifically requested by HSH to confirm appropriate use of Direct Assistance funds per the established program policy.</p>
Capital and/or One-Time Funding	<p>Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, a detailed summary report in Excel format that itemizes all costs included in each capital/one-time invoice line, receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.</p>

Our City, Our Home (Prop C)	
Type	Instructions and Examples of Documentation
Revenue	<p>Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.</p> <p>Grantee shall use actual amount of tenant rent collected as Rental Income. Grantee shall include in the supporting documentation a report on Emergency Rental Assistance Program (ERAP) and other rental assistance received and for what period the payments are.</p>

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee’s compliance with HSH's invoicing requirements.

III. Advances or Prepayments:

Advances or prepayments are allowable on certified annual ongoing General Fund or Prop C amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

Once the Agreement is certified, Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

1. Grantee shall submit a written request to the assigned HSH Contract Manager, as listed in CARBON, on an agency letterhead with a narrative justification that fully describes the unique circumstances, for review and approval. Advance requests must be submitted by the Grantee’s authorized staff only.

2. HSH, at its sole discretion, may make available to Grantee up to one month of the total ongoing fiscal year General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than one month of the ongoing fiscal year budget amount may be considered on a case-by-case basis only.
3. Grantee is expected to maintain adequate cash reserves for multi-year Grant agreements and not rely on cash advances to cover expenses necessary to operate Grantee's core operations.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated to ensure cash flow and repayment. HSH will track advance recoupment on a monthly basis using internal tools in order to avoid any overpayment and prevent further loss of City funds.
2. All advance repayments must be recovered within the fiscal year for which they were made but no later than April invoices submitted in May.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall repay the outstanding balance, via wire transfer or by check, in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

IV. **Timely Submission of Reports and Compliance:**

If a Grantee has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g., Letter of Correction, Corrective Action Plan, and/or Appendix A(s), Services to be Provided of the Agreement), Grantee shall submit and comply with such requirements prior to or in conjunction with monthly invoicing. Failure to submit required information or comply by specified deadlines may result in HSH withholding payments.

Appendix D, Interests in Other City Grants

City Department or Commission	Program Name	Agreement Term	Grant Amount (Not-to-Exceed)
Department of Homelessness and Supportive Housing	Supportive Services Modified Payment Program (MPP) / Money Management	July 1, 2021 – June 30, 2026	\$6,738,166
Department of Homelessness and Supportive Housing	Property Management, Support Services and Master Leasing at Garland Hotel	April 1, 2022 – June 30, 2026	\$9,984,244
Department of Homelessness and Supportive Housing	Property Management, Support Services and Master Leasing at Crown, National & Winton Hotels	July 1, 2021 – June 30, 2026	\$34,326,248
Department of Homelessness and Supportive Housing	Continuum of Care (CoC) Rental Assistance at Crown, Winton and National Hotels	October 1, 2025 – September 30, 2028	\$9,756,673
Department of Homelessness and Supportive Housing	Continuum of Care (CoC) Rental Assistance at Garland Hotel	October 1, 2025 – September 30, 2028	\$6,833,020
Department of Homelessness and Supportive Housing	Bristol Hotel Housing Ladder (Support Services, Property Management and Master Leasing)	March 1, 2024 – June 30, 2026	\$5,030,894
Department of Homelessness and Supportive Housing	Property Management, Support Services and Master Leasing at the Master Lease Hotels	July 1, 2020 – June 30, 2026	\$241,657,513
Department of Homelessness and Supportive Housing	Elk Hotel Elevator Modernization Program	October 1, 2024 – June 30, 2026	\$83,623
Department of Homelessness and Supportive Housing	Royan Hotel Elevator Modernization Program	October 1, 2024 – June 30, 2026	\$67,131
Department of Homelessness and Supportive Housing	Seneca Hotel Elevator Modernization Program	October 1, 2024 – June 30, 2026	\$42,924
Department of Homelessness and Supportive Housing	Crown Hotel Elevator Modernization Program	December 1, 2024 – June 30, 2026	\$578,152
Department of Homelessness and Supportive Housing	Mayfair Hotel Elevator Modernization Program	December 1, 2024 – June 30, 2026	\$617,331
Department of Homelessness and Supportive Housing	Mission Hotel Elevator Modernization Program	December 1, 2024 – June 30, 2026	\$211,678
Department of Homelessness and Supportive Housing	Pierre Hotel Elevator Modernization Program	December 1, 2024 – June 30, 2026	\$107,543
Department of Homelessness and Supportive Housing	Union Hotel Elevator Modernization Program	June 1, 2025 – June 30, 2026	\$297,063

City Department or Commission	Program Name	Agreement Term	Grant Amount (Not-to-Exceed)
Department of Building Inspection	Central City SRO Collaborative	July 1, 2025 – June 30, 2026	\$594,954
Department of Building Inspection	Code Enforcement Outreach Program	July 1, 2025 – June 30, 2026	\$520,375
Adult Probation Department	Transitional Housing Program	July 1, 2024 – June 30, 2027	\$7,360,191
Mayor’s Office of Housing and Community Development	Right to Counsel	July 1, 2025 – June 30, 2026	\$2,031,025
Mayor’s Office of Housing and Community Development	La Voz Latina del Tenderloin	July 1, 2025 – June 30, 2026	\$400,000

Appendix E, Anti-Violence and Weapons Policy

Anti-Violence and Weapons Policy (February 10th, 2025)

Purpose

The Department of Homelessness and Supportive Housing (HSH) is committed to ensuring the safety of nonprofit employees, City employees, vendors, residents, visitors, and guests who work, visit, and/or live in site-based Permanent Supportive Housing (PSH) funded by the City.

Department-Wide Anti-Violence Efforts

HSH will continue to provide ongoing guidance and support to PSH Housing Providers on anti-violence efforts. HSH will require all housing providers to:

- Adopt and train employees on a Workplace Emergency Action Plan, which describes preparedness activities and coordinated responses that each PSH Housing Provider will use in the event of a serious emergency, such as an active shooter.
- Comply with HSH's PSH Policies and Procedures: Responses to Critical Incidents Involving Threatening & Assaultive Behavior, which describes the actions that HSH expects each PSH Housing Provider to take to warn, and protect staff, tenants, and the public who are present, when an assaultive and threatening behavior occurs.

Specific PSH-Related Anti-Violence Interventions

To protect employees and residents who work and live in PSH against violence at PSH facilities, HSH currently requires PSH Housing Providers to implement the following specific interventions:

- Maintain building safety, including but not limited to providing 24-hour front desk coverage to monitor residents and visitors who enter and exit the building.
- Deploy City-funded security guards to support employees if a crisis emerges in accordance to HSH Safety Enhancement Standard Operating Procedures.
- Communicate and collaborate with HSH personnel to prevent, de-escalate, and respond to emergencies.
- Cooperate with the Department of Public Health's Permanent Housing Advanced Clinical Services (PHACS) team to provide medical and behavioral health services on a referral basis at PSH sites.
- Organize training from the Department of Emergency Management for all employees working at PSH on how to better use resources available through 911 dispatchers including the SFPD and the Crisis Team.
- File critical incident reports to HSH and cooperate with HSH security incident investigations.

Confidential- Anti-Violence and Weapons Policy

- Whenever PSH Housing Provider or their employees are aware that a resident has made a specific threat of harm against a third-party, including City employees, the PSH Housing Provider shall notify the third-party of such threat, and (where applicable) notify any applicable employer.
- Consider seeking a temporary restraining order (where appropriate after consultation with legal counsel), including an order to surrender firearms or ammunition, in situations where a resident makes a specific threat of harm against an PSH Housing Provider employee.

PSH Weapons Policy and City Contracts/Grants

The anti-violence policies and interventions described above are meant to prevent all types of violence, including weapon-related violence. Still, to guard against the specific threats posed by weapons, HSH will require that City-funded site-based PSH Housing Providers adopt and enforce a site specific PSH Weapons Policy, which must be incorporated into the lease through a lease addendum. Providers will be required to adopt and enforce this policy within six months of the effective date of the policy. Providers will be required to sign the policy and return to HSH, which will be included as an addendum to grants or contracts as HSH amends existing agreements.

PSH Weapons Policy and Lease Addendum

PSH Housing Providers have an important and substantial interest in protecting the health, safety, and welfare of its residents, their guests, its employees, and the public at large. While residents have rights afforded by law, and the City expects that each PSH Housing Provider will respect and permit the lawful ownership and possession of weapons, PSH Housing Providers may also place reasonable restrictions for the safety of others. Each PSH Housing Provider shall adopt a Weapons Policy and Lease Addendum substantially in the form of the model set out below.

Template PSH Weapons Policy and Lease Addendum

This Addendum is being attached to, and incorporated by reference in, the Lease Agreement (“Lease”) between the Landlord and the undersigned Tenant(s) for the use of property located at ADDRESS, Unit #. The purpose of this Addendum is to add new terms and conditions to the Lease. The parties agree that if any terms of the Lease and this Addendum are inconsistent, the terms set forth in the Addendum will govern. The undersigned Tenant(s) agree that it is their responsibility to understand the federal, state, or local laws applicable to their ownership, possession, display, use, or storage of Firearm, Weapon, Generally Prohibited Weapons, Ammunition, or gunpowder while on the Premises.

1. Definitions. For purposes of this Addendum, the following terms have the following meanings:
 - a. “Ammunition” has the meaning set forth in [Cal. Penal Code § 16150](#), as may be amended from time to time;
 - b. “Carry Concealed Weapon (CCW) License” means an unexpired license



Confidential- Anti-Violence and Weapons Policy

- issued in accordance with Cal. Penal Code § [26150](#) or [26155](#), as may be amended from time to time;
- c. “Firearm” has the meaning set forth in Cal. Penal Code § [16520](#), as may be amended from time to time;
 - d. “Generally Prohibited Weapons” has the meaning set forth in Cal. Penal Code § [16590](#), as may be amended from time to time;
 - e. “Loaded Firearm” has the meaning set forth in Cal. Penal Code § [16840](#), as may be amended from time to time;
 - f. “Premises” means the residential building in which the leased unit is located, including but not limited to, the unit and common areas;
 - g. “Common Areas” means any area on the Premises that is accessible to the public or other residents;
 - h. “Tenant” has the meaning set forth in the Lease;
 - i. “Third-Party” includes any persons other than the undersigned Tenant who are lawfully on the Premises, including but not limited to residents, guests, and employees;
 - j. “Weapon” means an object designed for the purpose of inflicting bodily harm, including but not limited to:
 - i. Tasers/Stun Guns; Knives and blades;
 - ii. Martial arts weapons;
 - iii. Bow and arrows of any type;
 - iv. Swords; and
 - v. Hazardous chemical or biological material of any sort.
2. It shall be a breach of the Lease for Tenant or any guest of Tenant to engage in any of the following acts or omissions on the Premises:
- a. Possess, carry, display, or use any Firearm, Weapon, Generally Prohibited Weapons, Ammunition, or gunpowder in violation of the laws of the State of California;
 - b. Fail to securely store any Firearm, Weapon, Ammunition, or gunpowder so as to prevent access by any minor;
 - c. Threaten any Third-Party with the use of any Firearm, Weapon, or Generally Prohibited Weapons, including in any manner that puts any Third-Party in substantial danger of injury or death, and without lawful justification;
 - d. Sell any Firearm, Weapon, Generally Prohibited Weapons, Ammunition, or gunpowder on the Premises;
 - e. Carry on their person a concealed Firearm, as defined in Cal. Penal Code §§ [25400](#), as may be amended from time to time, in any Common Areas, unless they have a valid Carry Concealed Weapon (CCW) License, or are otherwise exempt by the laws of the State of California from the prohibition against carrying a concealed Firearm;
 - f. Fail to notify the Property Management within five (5) calendar days of the theft of any Firearm, Weapon, Generally Prohibited Weapon, and/or Ammunition from the Premises;



Confidential- Anti-Violence and Weapons Policy

The Grantee/Contractor, Tenderloin Housing Clinic, understands and agrees to comply with HSH's Anti-Violence and Weapons Policy.

Randy Shaw

66609935715245B

Signature of Grantee's/Contractor's Authorized Official

Randy Shaw Executive Director

Name and Title of Grantee's/Contractor's Authorized Official

2/19/2025

Date



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Tenderloin Housing Clinic: Abigail Housing Ladder Grant Agreement 2nd Amendment

Budget and Finance Committee | May 6, 2026



Proposed Amendment Details

- **Resolution:** Approve the **second amendment** to the grant agreement between HSH and **Tenderloin Housing Clinic** for **Abigail Housing Ladder Program**.
- **Term:**
 - Current Term: January 1, 2021 – June 30, 2026
 - Amended Term: **January 1, 2021 – June 30, 2029**
- **Amount:** Increases not-to-exceed amount by **\$5,526,944** for a total not-to-exceed amount of **\$15,496,140**.
- **Commission approval:** **April 2, 2026**

Grant Agreement Overview

- **Tenderloin Housing Clinic (THC)** has provided **61 units** of supportive housing at Abigail Hotel since 2021.
- THC served **66 individuals** in Fiscal Year 2024-25, **70%** of whom were age **55+**
- **THC provides:**
 - Property management and master lease stewardship
 - Light-touch case management
 - Community events



Photo: Abigail Hotel, Exterior

Program Context – Housing Ladder

- The **Housing Ladder Program** aims to serve those who have previously experienced homelessness and have already **demonstrated stability** in other permanent supportive housing (PSH) programs.
- In Housing Ladder Programs, staff are available for as-needed assistance, providing **lighter-touch case management** than typical PSH.
- This program enables successful PSH residents a **more independent** lifestyle and makes standard PSH with a greater level of services available for those who need it.



Photo: Lobby, Abigail Hotel



Photo: Unit, Abigail Hotel



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you!

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
TENDERLOIN HOUSING CLINIC INC.**

THIS GRANT AGREEMENT (“Agreement”) is made as of **October 1, 2020**, in the City and County of San Francisco, State of California, by and between **TENDERLOIN HOUSING CLINIC INC.** (“Grantee”) and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“City”) acting by and through The Department of Homelessness and Supportive Housing (“Department”).

RECITALS

WHEREAS, Grantee has applied to the Department to fund the matters set forth in a grant plan; and summarized briefly as follows: Property Management and Housing Ladder Support Services;

WHEREAS, Ordinance No. 61-19 authorizes the Agency to enter into grants and contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

- (a) “ADA” shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
- (b) “Application Documents” shall mean collectively: (i) the grant application submitted by Grantee, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted with

respect to the grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.

- (c) "Budget" shall mean the budget attached hereto as part of Appendix B, Budget.
- (d) "Charter" shall mean the Charter of City.
- (e) "Contractor" shall have the meaning as "Grantee" if used in this Agreement, as certain City contracting requirements also apply to grants of the City of San Francisco.
- (f) "Controller" shall mean the Controller of City.
- (g) "Eligible Expenses" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (h) "Event of Default" shall have the meaning set forth in Section 11.1.
- (i) "Fiscal Quarter" shall mean each period of three (3) calendar months commencing on July 1, October 1, January 1 and April 1, respectively.
- (j) "Fiscal Year" shall mean each period of twelve (12) calendar months commencing on July 1 and ending on June 30 during which all or any portion of this Agreement is in effect.
- (k) "Funding Request" shall have the meaning set forth in Section 5.3(a).
- (l) "Grant" means this document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements specifically incorporated into this Agreement by reference as provided herein.
- (m) "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
- (n) "Grant Plan" shall have the meaning set forth in Appendix A, Services to be Provided and Appendix B, Budget.
- (o) "Indemnified Parties" shall mean: (i) City, including the Department and all commissions, departments, agencies and other subdivisions of City; (ii) City's elected officials, directors, officers, employees, agents, successors and assigns; and (iii) all persons or entities acting on behalf of any of the foregoing.
- (p) "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or

unfounded, of whatsoever kind and nature.

- (q) "Publication" shall mean any report, article, educational material, handbook, brochure, pamphlet, press release, public service announcement, web page, audio or visual material or other communication for public dissemination, which relates to all or any portion of the Grant Plan or is paid for in whole or in part using Grant Funds.
- (r) "Subgrantee" shall mean any person or entity expressly permitted under Article 13 that provides services to Grantee in fulfillment of Grantee's obligations arising from this Agreement.

1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of the Department. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of the Department. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to the Department. The terms "include," "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under Article 13.

1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," "herein" or "hereto" refer to this Agreement as a whole.

ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Grantee acknowledges that City budget decisions are subject to the discretion of its Mayor and Board of Supervisors. Grantee assumes all risk of possible non-appropriation or non-certification of funds, and such assumption is part of the consideration for this Agreement.

2.2 Certification of Controller. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation shall not at any time exceed the amount certified for the purpose and period stated in such advance

authorization.

- 2.3 Automatic Termination for Non-Appropriation of Funds.** This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of any Fiscal Year if funds are not appropriated for the next succeeding Fiscal Year. If funds are appropriated for a portion of any Fiscal Year, this Agreement shall terminate, without penalty, liability or expense of any kind to City, at the end of such portion of the Fiscal Year.
- 2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS ARTICLE 2 AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS ARTICLE 2 SHALL GOVERN.
- 2.5 Maximum Costs.** Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee that are beyond the scope of the services, materials, equipment and supplies agreed upon herein and not approved by a written amendment to this Agreement lawfully executed by City. City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that exceeds the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding which exceeds the maximum provided in this Agreement which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any agreement for which funds have not been certified as available in the budget or by supplemental appropriation.

ARTICLE 3 TERM

- 3.1 Effective Date.** This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.
- 3.2 Duration of Term.**
- (a) The term of this Agreement shall commence on **January 1, 2021** and expire on

February 29, 2024, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

ARTICLE 4 IMPLEMENTATION OF GRANT PLAN

- 4.1 Implementation of Grant Plan; Cooperation with Monitoring.** Grantee shall diligently and in good faith implement the Grant Plan on the terms and conditions set forth in this Agreement and, to the extent that they do not differ from this Agreement, the Application Documents. Grantee shall not materially change the nature or scope of the Grant Plan during the term of this Agreement without the prior written consent of City. Grantee shall promptly comply with all standards, specifications and formats of City, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and shall cooperate in good faith with City in any evaluation, planning or monitoring activities conducted or authorized by City.
- 4.2 Grantee's Personnel.** The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.
- 4.3 Ownership of Results.** Any interest of Grantee or any subgrantee, in drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, or other documents or Publications prepared by Grantee or any subgrantee in connection with this Agreement or the implementation of the Grant Plan or the services to be performed under this Agreement, shall become the property of and be promptly transmitted to City. Notwithstanding the foregoing, Grantee may retain and use copies for reference and as documentation of its experience and capabilities.
- 4.4 Works for Hire.** If, in connection with this Agreement or the implementation of the Grant Plan, Grantee or any subgrantee creates artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship or Publications, such creations shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such creations shall be the property of City. If it is ever determined that any such creations are not works for hire under applicable law, Grantee hereby assigns all copyrights thereto to City, and agrees to provide any material, execute such documents and take such other actions as may be necessary or desirable to effect such assignment. With the prior written approval of City, Grantee may retain and use copies of such creations for reference and as documentation of its experience and capabilities. Grantee shall obtain all releases, assignments or other agreements from subgrantees or other

persons or entities implementing the Grant Plan to ensure that City obtains the rights set forth in this Grant.

4.5 Publications and Work Product.

- (a) Grantee understands and agrees that City has the right to review, approve, disapprove or conditionally approve, in its sole discretion, the work and property funded in whole or part with the Grant Funds, whether those elements are written, oral or in any other medium. Grantee has the burden of demonstrating to City that each element of work or property funded in whole or part with the Grant Funds is directly and integrally related to the Grant Plan as approved by City. City shall have the sole and final discretion to determine whether Grantee has met this burden.
- (b) Without limiting the obligations of Grantee set forth in subsection (a) above, Grantee shall submit to City for City's prior written approval any Publication, and Grantee shall not disseminate any such Publication unless and until it receives City's consent. In addition, Grantee shall submit to City for approval, if City so requests, any other program material or form that Grantee uses or proposes to use in furtherance of the Grant Plan, and Grantee shall promptly provide to City one copy of all such materials or forms within two (2) days following City's request. The City's approval of any material hereunder shall not be deemed an endorsement of, or agreement with, the contents of such material, and the City shall have no liability or responsibility for any such contents. The City reserves the right to disapprove any material covered by this section at any time, notwithstanding a prior approval by the City of such material. Grantee shall not charge for the use or distribution of any Publication funded all or in part with the Grant Funds, without first obtaining City's written consent, which City may give or withhold in its sole discretion.
- (c) Grantee shall distribute any Publication solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion. In addition, Grantee shall furnish any services funded in whole or part with the Grant Funds under this Agreement solely within San Francisco, unless City otherwise gives its prior written consent, which City may give or withhold in its sole discretion.
- (d) City may disapprove any element of work or property funded in whole or part by the Grant Funds that City determines, in its sole discretion, has any of the following characteristics: is divisive or discriminatory; undermines the purpose of the Grant Plan; discourages otherwise qualified potential employees or volunteers or any clients from participating in activities covered under the Grant Plan; undermines the effective delivery of services to clients of Grantee; hinders the achievement of any other purpose of City in making the Grant under this Agreement; or violates any other provision of this Agreement or applicable law. If City disapproves any element of the Grant Plan as implemented, or requires any change to it, Grantee shall immediately eliminate the disapproved portions and make the required changes. If City disapproves any materials, activities or services provided by third

parties, Grantee shall immediately cease using the materials and terminate the activities or services and shall, at City's request, require that Grantee obtain the return of materials from recipients or deliver such materials to City or destroy them.

- (e) City has the right to monitor from time to time the administration by Grantee or any of its subcontractors of any programs or other work, including, without limitation, educational programs or trainings, funded in whole or part by the Grant Funds, to ensure that Grantee is performing such element of the Grant Plan, or causing such element of the Grant Plan to be performed, consistent with the terms and conditions of this Agreement.
- (f) Grantee shall acknowledge City's funding under this Agreement in all Publications. Such acknowledgment shall conspicuously state that the activities are sponsored in whole or in part through a grant from the Department. Except as set forth in this subsection, Grantee shall not use the name of the Department or City (as a reference to the municipal corporation as opposed to location) in any Publication without prior written approval of City.

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Seven Million Forty Five Thousand Two Hundred Forty Four Dollars (\$7,045,244)**.
- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Two Hundred Twenty Two Thousand Seven Hundred Twenty Eight Dollars (\$1,222,728)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall

obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a "Funding Request") substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the State or Federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

**ARTICLE 6
REPORTING REQUIREMENTS; AUDITS;
PENALTIES FOR FALSE CLAIMS**

- 6.1 Regular Reports.** Grantee shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the Department, in form and substance satisfactory to the Department. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.
- 6.2 Organizational Documents.** If requested by City, Grantee shall provide to City the names of its current officers and directors and certified copies of its Articles of Incorporation and Bylaws as well as satisfactory evidence of the valid nonprofit status described in Section 8.1.
- 6.3 Notification of Defaults or Changes in Circumstances.** Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- 6.4 Financial Statements.** Pursuant to San Francisco Administrative Code Section 67.32 and Controller requirements, if requested, within sixty (60) days following the end of each Fiscal Year, Grantee shall deliver to City an unaudited balance sheet and the related statement of income and cash flows for such Fiscal Year, all in reasonable detail acceptable to City, certified by an appropriate financial officer of Grantee as accurately presenting the financial position of Grantee. If requested by City, Grantee shall also deliver to City, no later than one hundred twenty (120) days following the end of any Fiscal Year, an audited balance sheet and the related statement of income and cash flows for such Fiscal Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee.
- 6.5 Books and Records.** Grantee shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Eligible Expenses incurred and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later.
- 6.6 Inspection and Audit.** Grantee shall make available to City, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit City, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of

the foregoing. The rights of City pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

6.7 Submitting False Claims Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

6.8 Grantee's Board of Directors. Grantee shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in Grantee's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Grantee's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

ARTICLE 7 TAXES

7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:

- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.

- (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

7.3 Withholding. Grantee agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Grantee further acknowledges and agrees that City may withhold any payments due to Grantee under this Agreement if Grantee is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Grantee, without interest, upon Grantee coming back into compliance with its obligations.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

- 8.1 Organization; Authorization.** Grantee is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Grantee has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated under such Section. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- 8.2 Location.** Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15. All aspects of the Grant Plan will be implemented at the geographic location(s), if any, specified in the Grant Plan.
- 8.3 No Misstatements.** No document furnished or to be furnished by Grantee to City in connection with the Application Documents, this Agreement, any Funding Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the

statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

8.4 Conflict of Interest.

- (a) Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.
- (b) Not more than one member of an immediate family serves or will serve as an officer, director or employee of Grantee, without the prior written consent of City. For purposes of this subsection, "immediate family" shall include husband, wife, domestic partners, brothers, sisters, children and parents (both legal parents and stepparents).

8.5 No Other Agreements with City. Except as expressly itemized in Appendix D, Interest in Other City Grants, neither Grantee nor any of Grantee's affiliates, officers, directors or employees has any interest, however remote, in any other agreement with City including any commission, department or other subdivision thereof.

8.6 Subcontracts. Except as may be permitted under Section 13.3, Grantee has not entered into any agreement, arrangement or understanding with any other person or entity pursuant to which such person or entity will implement or assist in implementing all or any portion of the Grant Plan.

8.7 Eligibility to Receive Federal Funds. By executing this Agreement, Grantee certifies that Grantee is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Grantee acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

**ARTICLE 9
INDEMNIFICATION AND GENERAL LIABILITY**

9.1 Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is

furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct of the Indemnified Party. The foregoing indemnity shall include, without limitation, consultants and experts and related costs and City's costs of investigating any claims against the City.

- 9.2 Duty to Defend; Notice of Loss.** Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.
- 9.3 Incidental and Consequential Damages.** Losses covered under this Article 9 shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
- 9.4 LIMITATION ON LIABILITY OF CITY.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES

PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**ARTICLE 10
INSURANCE**

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence and \$4,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; policy must include Abuse and Molestation coverage.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

10.2 Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:

- (a) Name as Additional Insured City and its officers, agents and employees.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.

10.3 Additional Requirements for All Policies. All policies shall be endorsed to provide at least thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to Article 15.

10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.

10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense

Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

- 10.6 Evidence of Insurance.** Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- 10.7 Effect of Approval.** Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.
- 10.8 Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this agreement, Grantee shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents, and employees and Grantee listed as additional insureds.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- 11.1 Events of Default.** The occurrence of any one or more of the following events shall constitute an “Event of Default” under this Agreement:
- (a) **False Statement.** Any statement, representation or warranty contained in this Agreement, in the Application Documents, in any Funding Request or in any other document submitted to City under this Agreement is found by City to be false or misleading.
 - (b) **Failure to Provide Insurance.** Grantee fails to provide or maintain in effect any policy of insurance required in Article 10.
 - (c) **Failure to Comply with Representations and Warranties or Applicable Laws.** Grantee fails to perform or breaches any of the terms or provisions of Article 8 or 16.
 - (d) **Failure to Perform Other Covenants.** Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.
 - (e) **Cross Default.** Grantee defaults under any other agreement between Grantee and

City (after expiration of any grace period expressly stated in such agreement).

- (f) **Voluntary Insolvency.** Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (g) **Involuntary Insolvency.** Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.

11.2 Remedies upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

- (a) **Termination.** City may terminate this Agreement by giving a written termination notice to Grantee of the Event of Default and that, on the date specified in the notice, this Agreement shall terminate, and all rights of Grantee hereunder shall be extinguished. In the sole discretion of the City, Grantee may be allowed ten (10) days to cure the default. In the event of termination for default, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.
- (b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether Grantee has previously submitted a Funding Request or whether City has approved the disbursement of the Grant Funds requested in any Funding Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default, if granted by the City in its sole discretion, shall be disbursed without interest.
- (c) **Offset.** City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds.** City may demand the immediate return of any previously

disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

11.3 Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement at any time for convenience and without cause. City shall exercise this option by giving Grantee written notice that specifies the effective date of termination. Upon receipt of the notice of termination, Grantee shall undertake with diligence all necessary actions to effect the termination of this Agreement on the date specified by City and minimize the liability of Grantee and City to third parties. Such actions shall include, without limitation:

- (a) Halting the performance of all work under this Agreement on the date(s) and in the manner specified by City;
- (b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, services, equipment or other items; and
- (c) Completing performance of any work that City designates to be completed prior to the date of termination specified by City.

In no event shall City be liable for costs incurred by Grantee or any of its subcontractors after the termination date specified by City, except for those costs incurred at the request of City pursuant to this section.

11.4 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.

12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the

Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee covered by Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.

- 12.3 Financial Projections.** Pursuant to San Francisco Administrative Code Section 67.32, Grantee agrees upon request to provide City with financial projections (including profit and loss figures) for the activities and/or projects contemplated by this Grant ("Project") and annual audited financial statements thereafter. Grantee agrees that all such projections and financial statements shall be public records that must be disclosed.

ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

- 13.1 No Assignment by Grantee.** Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement.
- 13.2 Agreement Made in Violation of this Article.** Any agreement made in violation of Section 13.1 shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting.** If Appendix E, Permitted Subgrantees, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix E, Permitted Subgrantees, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.
- (a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix E, Permitted Subgrantees without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure

that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

- (b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

- 13.4 Grantee Retains Responsibility.** Grantee shall remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement.** Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee implements the Grant Plan and uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.

- 14.2 Direction.** Any terms in this Agreement referring to direction or instruction from the Department or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

- 14.3 Consequences of Recharacterization.**

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit

such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).

- (c) A determination of employment status pursuant to either subsection (a) or (b) of this Section 14.3 shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

- 15.1 Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
P.O. Box 427400
San Francisco, CA 94142-7400
hshcontracts@sfgov.org

If to Grantee: Tenderloin Housing Clinic Inc.
126 Hyde Street
San Francisco, CA 94102
Attn: Randy Shaw
Email: randy@thclinic.org

Any notice of default must be sent by registered mail.

- 15.2 Effective Date.** All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.
- 15.3 Change of Address.** Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

ARTICLE 16 COMPLIANCE

- 16.1 Reserved.**

16.2 Nondiscrimination; Penalties.

- (a) **Grantee Shall Not Discriminate.** In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.
- (b) **Subcontracts.** Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) **Non-Discrimination in Benefits.** Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) **Condition to Contract.** As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.
- (e) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of fifty dollars (\$50) for each person for

each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.

16.3 Reserved.

16.4 Tropical Hardwood and Virgin Redwood Ban. Pursuant to § 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.

16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

16.8 Requiring Minimum Compensation for Employees. Grantee shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. Grantee is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at <http://sfgov.org/olse/mco>. Grantee is required to comply with all of the applicable provisions of 12P, irrespective of the listing of obligations in this Section. By signing and executing this Agreement, Grantee certifies that it complies with Chapter 12P.

16.9 Limitations on Contributions. By executing this Agreement, Grantee acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct

Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10 percent in Grantee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Grantee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the grant, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

16.10 First Source Hiring Program. Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Contractor is subject to the enforcement and penalty provisions in Chapter 83.

16.11 Prohibition on Political Activity with City Funds. In accordance with San Francisco Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this section. In the event Grantee violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.

16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term “preservative-treated wood containing arsenic” shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term “saltwater immersion” shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

16.13 Reserved. (Working with Minors).

16.14 Protection of Private Information. Grantee has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, “Nondisclosure of Private Information,” and 12M.3, “Enforcement” of Administrative Code Chapter 12M, “Protection of Private Information,” which are incorporated herein as if fully set forth. Grantee agrees that any failure of Grantee to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Agreement, bring a false claim action against Grantee pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar Grantee.

16.15 Public Access to Meetings and Records. If Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Consideration of Criminal History in Hiring and Employment Decisions.

- (a) Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, “City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions,” of the San Francisco Administrative Code

(“Chapter 12T”), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

- (b) The requirements of Chapter 12T shall only apply to a Contractor’s or subcontractor’s operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee’s failure to comply with this provision.

16.18 Reserved. (Slavery Era Disclosure).

16.19 Distribution of Beverages and Water.

- (a) **Sugar-Sweetened Beverage Prohibition.** Grantee agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

- (b) **Waived pursuant to San Francisco Environment Code Chapter 24, section 2406. (Packaged Water Prohibition).**

16.20 Duty to Collect and Record Client Sexual Orientation and Gender Identity Data.

Contractor shall comply with San Francisco Administrative Code Chapter 104 by seeking to collect and record information about clients' sexual orientation and gender identity, and reporting such data to the Department of Homelessness and Supportive Housing at intake and as instructed by the Department. In seeking to collect information about clients' sexual orientation and gender identity, Contractor shall: (1) communicate to clients that the provision of sexual orientation and gender identity information is voluntary, and no direct services shall be denied to clients who decline to provide that information; (2) solicit gender identity and sexual orientation data using questions and approaches consistent with the Department of Public Health's Policies and Procedures entitled "Sexual Orientation Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, and "Sex and Gender Guidelines: Principles for Collecting, Coding, and Reporting Identity Data," reissued on September 2, 2014, or any successor Policies and Procedures; and (3) advise clients that they will protect personally identifiable information regarding clients' sexual orientation and gender identity from unauthorized disclosure, to the extent permitted by law. The duty to collect information about gender identity and sexual orientation shall not apply to the extent such collection is incompatible with any professionally reasonable clinical judgment that is based on articulable facts of clinical significance. Further, Contractor shall protect personally identifiable information from unauthorized disclosure, to the extent permitted by law and as required by the Health Insurance Portability and Accountability Act, the California Medical Information Act, Article 1 of the California Constitution, the California Health and Safety Code and regulations promulgated thereunder, the California Welfare and Institutions Code and regulations promulgated thereunder, and any other applicable provision of federal or state law.

16.21 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

16.22 Reserved. (Additional Requirements for Federally-Funded Awards).

ARTICLE 17 MISCELLANEOUS

17.1 No Waiver. No waiver by the Department or City of any default or breach of this Agreement shall be implied from any failure by the Department or City to take action on account of such default if such default persists or is repeated. No express waiver by the Department or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or the Department of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the Department or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or

approval to or of any subsequent similar act.

- 17.2 Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation.** Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Department Head, as the case may be, of the Department who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement.** This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:
- Appendix A, Services to be Provided
 - Appendix B, Budget
 - Appendix C, Method of Payment
 - Appendix D, Interests in Other City Contracts
 - Appendix E, Permitted Subgrantees
- 17.7 Certified Resolution of Signatory Authority.** Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 13, the terms

of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

17.10 Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 4.3	Ownership of Results.
Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties.
Article 7	Taxes.
Article 8	Representations and Warranties.
Article 9	Indemnification and General Liability.
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents.
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous.

17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

17.12 Dispute Resolution Procedure.

(a) The City Nonprofit Contracting Task Force submitted its final report to the Board of Supervisors in June 2003. The report contains thirteen recommendations to streamline the City's contracting and monitoring process with health and human services nonprofits. These recommendations include: (1) consolidate contracts, (2) streamline contract approvals, (3) make timely payment, (4) create review/appellate process, (5) eliminate unnecessary requirements, (6) develop electronic processing, (7) create standardized and simplified forms, (8) establish accounting standards, (9) coordinate joint program monitoring, (10) develop standard monitoring protocols, (11) provide training for personnel, (12) conduct tiered assessments, and (13) fund cost of living increases. The report is available on the Task Force's website at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF. The Board adopted the recommendations in February 2004. The Office of Contract

Administration created a Review/Appellate Panel (“Panel”) to oversee implementation of the report recommendations in January 2005.

- (b) The Board of Supervisors strongly recommends that departments establish a Dispute Resolution Procedure to address issues that have not been resolved administratively by other departmental remedies. The Panel has adopted the following procedure for City departments that have professional service grants and contracts with nonprofit health and human service providers. The Panel recommends that departments adopt this procedure as written (modified if necessary to reflect each department’s structure and titles) and include it or make a reference to it in the contract. The Panel also recommends that departments distribute the finalized procedure to their nonprofit Grantees. Any questions or concerns about this Dispute Resolution Procedure should be addressed to purchasing@sfgov.org.
- (c) The following Dispute Resolution Procedure provides a process to resolve any disputes or concerns relating to the administration of an awarded professional services grant or contract between the City and County of San Francisco and nonprofit health and human services Grantees. Grantees and City staff should first attempt to come to resolution informally through discussion and negotiation with the designated contact person in the department. If informal discussion has failed to resolve the problem, Grantees and departments should employ the following steps:
 - (1) Grantee will submit a written statement of the concern or dispute addressed to the Contract/Program Manager who oversees the agreement in question. The writing should describe the nature of the concern or dispute, i.e., program, reporting, monitoring, budget, compliance or other concern. The Contract/Program Manager will investigate the concern with the appropriate department staff that are involved with the nonprofit agency’s program, and will either convene a meeting with Grantee or provide a written response to Grantee within 10 working days.
 - (2) Should the dispute or concern remain unresolved after the completion of Step 1, Grantee may request review by the Division or Department Head who supervises the Contract/Program Manager. This request shall be in writing and should describe why the concern is still unresolved and propose a solution that is satisfactory to Grantee. The Division or Department Head will consult with other Department and City staff as appropriate, and will provide a written determination of the resolution to the dispute or concern within 10 working days.
 - (3) Should Steps 1 and 2 above not result in a determination of mutual agreement, Grantee may forward the dispute to the Executive Director of the Department or their designee. This dispute shall be in writing and describe both the nature of the dispute or concern and why the steps taken to date are not satisfactory to Grantee. The Department will respond in writing within 10 working days.

- (d) In addition to the above process, Grantees have an additional forum available only for disputes that concern implementation of the thirteen policies and procedures recommended by the Nonprofit Contracting Task Force and adopted by the Board of Supervisors. These recommendations are designed to improve and streamline contracting, invoicing and monitoring procedures. For more information about the Task Force's recommendations, see the June 2003 report at https://sfgov.org/ccsfgsa/sites/default/files/City%20Nonprofit%20Contracting%20Task%20Force/CNPCTF_BOS_RPT_06-26-03%281%29_3adc.PDF.
- (e) The Review/Appellate Panel oversees the implementation of the Task Force report. The Panel is composed of both City and nonprofit representatives. The Panel invites Grantees to submit concerns about a department's implementation of the policies and procedures. Grantees can notify the Panel after Step 2. However, the Panel will not review the request until all three steps are exhausted. This review is limited to a concern regarding a department's implementation of the policies and procedures in a manner which does not improve and streamline the contracting process. This review is not intended to resolve substantive disputes under the contract such as change orders, scope, term, etc. Grantee must submit the request in writing to purchasing@sfgov.org. This request shall describe both the nature of the concern and why the process to date is not satisfactory to Grantee. Once all steps are exhausted and upon receipt of the written request, the Panel will review and make recommendations regarding any necessary changes to the policies and procedures or to a department's administration of policies and procedures.

17.13 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A, Services to be Provided. Any services provided beyond those listed in Appendix A, Services to be Provided must be approved by the Department.

17.15 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this section.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

CITY

GRANTEE

**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

TENDERLOIN HOUSING CLINIC INC.

DocuSigned by:
By: *Abigail Stewart-Kahn*
Abigail Stewart-Kahn
Interim Director

DocuSigned by:
By: *Randy Shaw*
Randy Shaw
Executive Director
City Supplier Number: 0000009870

Approved as to Form:

DocuSigned by:
By: *Virginia Dario Elizondo*
Virginia Dario Elizondo
Deputy City Attorney

Appendix A, Services to be Provided
by
Tenderloin Housing Clinic
Abigail Hotel Housing Ladder

I. Purpose of Grant

The purpose of this grant is to provide Property Management and Support Services to the served population. The goals of these services are to help increase housing stability of tenants outside of the Homelessness Response System (HRS).

II. Served Population

Grantee shall serve formerly homeless adults 18 years or older, or couples without the custody of minors below 18 years of age currently residing within supportive housing within the Department of Homelessness and Supportive Housing (HSH) Permanent Supportive Housing (PSH) portfolio.

III. Referral and Prioritization

HSH shall refer tenants via protocols established by HSH. Grantee shall not accept referrals from other sources. HSH may consider the following:

- Tenants residing in PSH who:
 - Have lived in HSH funded PSH for three years;
 - Have not had lease violations, rent delinquency, or failed habitability inspections for three years; and
- Tenants who have proven housing stability, who may benefit from more independent affordable living.

IV. Description of Services

Grantee shall provide Property Management and Support Services to at least 62 units at any time.

A. Property Management

1. Master Lease: Grantee shall maintain the Master Lease and coordinate with the property owners on regular maintenance items.
2. Unit Inspections:
 - a. Grantee shall ensure units are in compliance with Housing and Urban Development (HUD) Housing Quality Standards (HQS) before a new tenant moves in and at unit turnover.
 - b. Grantee shall work with HSH to secure inspection appointments and document unit compliance.
3. Tenant Lease Set-Up: Grantee shall draft, provide, and sign a rental agreement with each tenant at the time of move-in. The lease agreement shall include House Rules and other pertinent Lease Addenda. Grantee shall review its Grievance Procedure and relevant HSH policies and procedures with tenants at the time of lease signing.

4. Collection of Rents, Security Deposits, and Other Receipts: Grantee shall collect and process rent and other housing-related payments made by tenants.
 - a. Grantee shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
 - b. Tenants are responsible for a tenant rent portion of 30 percent of their gross income.

5. Lease Enforcement, Written Notices and Eviction Prevention:
 - a. Grantee shall provide written notice to tenants to notify them of any issue that may affect continuing tenancy including, but not limited to, failure to pay rent on time or in full, violations of house rules, and/or actions that are in violation of the lease agreement.
 - b. When necessary, Grantee shall provide notice to tenants of any actions related to the eviction process in accordance with laws in effect in San Francisco.
 - c. Grantee shall work with tenants, in conjunction with Support Services staff, to resolve issues that put tenants at risk of eviction.
 - d. Grantee shall copy Support Services staff on all eviction related communications.

6. Building Maintenance: Grantee shall maintain the facility in sanitary and operable condition, post protocol and forms for tenant requests for maintenance or repairs and respond to requests in a timely manner. Building maintenance shall include the following services:
 - a. Janitorial services in common areas, offices, and shared-use restroom and shower facilities;
 - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
 - c. Pest control services in accordance with City regulations, as needed;
 - d. Maintenance and repair of facility systems, plumbing, electrical, safety issues;
 - e. Building security; and
 - f. Preparation of units for tenant move-in and move-out.

7. Wellness Checks and Emergency Safety Checks: Grantee shall conduct Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy and HSH Program Manager instructions, to assess a tenant's safety.

8. Front Desk Coverage: Grantee shall provide on-call front desk coverage through an on-site Resident Services Manager to respond to emergencies.

9. Program Exit Planning: Grantee shall alert Support Services staff when tenants give notice to exit housing and shall keep a record of each tenant's forwarding address, whenever possible.

B. Support Services

1. Outreach: Grantee shall actively engage with tenants to provide information about available Support Services and invite them to participate. Outreach methods shall include in-person interactions, written messages, phone calls, voice mail, and emails, as available and appropriate to reach individual participant. Grantee shall contact each participant at least three times during the first 60 days following placement in housing to engage the participant in services.
2. Intake and Assessment: Grantee shall coordinate the initial intake with potential tenants for vacant units with Property Management, and if possible, begin establishing a rapport with tenants prior to move-in. Grantee shall coordinate with an incoming tenant's current Case Manager(s) to ensure a warm hand-off and transition into housing. This may include an exchange of information about challenges the participant is experiencing and/or and current services being accessed in the community.
3. Case Management: Grantee shall provide ongoing meetings and counseling for tenants to establish goals, develop Individualized Service Plans, and track progress toward achieving those goals. Grantee shall document Case Management meetings, engagement, and status of tenants at least once per month to ensure they are doing well and are receiving the support they need to maintain housing.
4. Employment: Grantee shall assist tenants with employment search and placement, including job training and subsidized employment.
5. Benefits Advocacy and Assistance: Grantee shall assist tenants with obtaining or maintaining benefits. Grantee shall provide referrals for and solve problems preventing a participant's enrollment in county, state and federal benefits programs. Grantee may help tenants identify, apply for and establish appointments for available services such as cash aid, food programs, medical clinics and/or in-home support.
6. Referrals and Coordination of Services: Grantee shall help tenants identify and access services available within the community that meet specific needs or support progress toward identified goals. This may include providing information about services, calling to help establish appointments, assisting with applications, providing appointment reminders, following up/checking in with tenants regarding the process, and, as necessary, re-referral. Grantee shall also communicate and coordinate with outside service providers and mental health clinics to support existing linkages that tenants may have.
7. Coordination with Property Management: Grantee shall assist tenants in communicating with, responding to and meeting with Property Management. This may include helping a tenant understand the meaning of messages, letters, and/or warnings from Property Management, helping a participant write requests, responses or complaints, and attending meetings between the tenant and Property Management to facilitate communication.

Grantee shall coordinate with Property Management and external agencies to find creative ways to engage with tenants, as necessary. This may be the case if a tenant is experiencing challenges with their housing and is not inclined to proactively engage.

8. Wellness Checks: Grantee shall conduct Wellness Checks in accordance with HSH policy to assess a participant's safety.
9. Support Groups, Social Events and Organized Activities:
 - i. Grantee may provide tenants with opportunities to participate in organized gatherings for peer support, to gain information from presenters and each other, to form social connections with other tenants and staff, or to celebrate significant individual, holiday and community events. These events may be planned with or based on input from tenants. Grantee shall post and provide to tenants with a monthly calendar of events.
 - ii. Grantee shall conduct monthly community meetings for tenants, in coordination with Property Management, during which tenants may discuss building concerns and program ideas with representatives from both Support Services and Property Management staff. Tenant participation in community meetings is voluntary.
 - iii. Grantee shall provide appropriate programming for the population served.
10. Housing Stability Support: Grantee shall outreach to and offer on-site services and/or referrals to all tenants who display indications of housing instability. Such indications include but are not limited to discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants. Grantee shall assist with the de-escalation and resolution of conflicts as needed.
11. Supervision: Grantee shall ensure that on-site Support Services staff has access to bi-monthly case conferencing and ongoing supervision. This allows staff to provide appropriate case management, counseling and referral services to tenants with emerging and ongoing mental health issues.
12. Exit Planning and After-Care Services: If a tenant is moving out of the building, Grantee shall outreach to the tenant to engage in exit planning and support the participant's successful transition out of the program, and coordinate with Property Management, as necessary. The exit plan shall depend on the tenant's needs and preferences but may include establishing a link to outpatient case management as well as access to services in the community.

V. Location and Time of Services

Grantee shall provide services at 246 McAllister Street, San Francisco, CA 94102, 24 hours a day, seven days a week, either on-site or on-call.

VI. Service Requirements

- A. 1:61 Case Manager Ratio: Grantee shall maintain a 1:61 ratio of case managers to tenants.
- B. Language and Interpretation Services: Grantee shall ensure that interpreter services are available, as needed.
- C. Coordination with Other Service Providers: Grantee shall maintain a good working relationship with Support Services staff, In-Home Supportive Services (IHSS), HSH, and all other agencies involved in program operations to ensure communication and coordination that supports program goals.
1. Grantee shall establish a written Memorandum of Understanding (MOU) for unpaid partners or contracts with approved subgrantees.
- D. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that tenants are accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- E. Feedback, Complaint and Follow-up Policies:
Grantee shall provide means for the served population to provide input into the program, including the planning, design, and satisfaction. Feedback methods shall include:
1. A complaint process, including a written complaint policy informing the served population on how to report complaints and request repairs/services; and
 2. A written survey, which shall be offered to the served population to gather feedback, satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population regarding completion of the survey if the written format presents any problem.
- F. City Communications and Policies
Grantee shall keep HSH informed and comply with City policies to minimize harm and risk, including:
1. Regular communication to HSH about the implementation of the program; and
 2. Attendance of trainings, as requested.
- G. Grievance Procedure: Grantee shall establish and maintain a written Grievance Procedure for tenants, which shall include the following elements, as well as others that may be appropriate to the services:
1. The name or title of the person or persons authorized to make a determination regarding the grievance;

2. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
3. The amount of time required for each step, including when a tenant can expect a response; and
4. The HSH Program Manager's contact information for the tenant to contact after the tenant has exhausted the Grantee's internal Grievance Procedure.

Grantee shall review and provide a copy of this procedure, and any amendments, to each tenant at the time of program entry and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Grantee shall provide a copy of this Grievance Procedure and any amendments to the HSH Program Manager or his/her designated agent and post it in the common areas of the buildings.

- H. Critical/Significant Incidents: Grantee shall report critical incidents in accordance with the HSH Program Manager's instructions and any published HSH policies and procedures. Examples of critical incidents include death, fire, acts of violence, or other incidents which requires the involvement of emergency services.
- I. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).
- J. Good Neighbor Policies: Grantee shall maintain a good relationship with the neighborhood, including:
1. Collaboration with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 2. That the Grantee Director or Manager or a representative will attend all appropriate neighborhood meetings;
 3. That Grantee management staff is available to respond to neighbors within 24 hours, if reasonable; and
 4. Active discouragement of loitering in the area surrounding the building.
- K. Data Standards:
1. Records entered into the ONE system shall meet or exceed the ONE System Continuous Data Quality Improvement Process standards:
<https://onesf.clarityhs.help/hc/en-us/articles/360001145547-ONE-System-Continuous-Data-Quality-Improvement-Process>.
 2. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH,

Grantee shall submit the monthly, quarterly and/or annual metrics into either the CARBON database, via secure email, or through uploads to an FTP site. HSH will provide clear instructions to all Grantees regarding the correct mechanism for sharing data. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.

3. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy guidelines, as applicable.

L. Record Keeping and Files:

1. Grantee shall maintain all eligibility and inspection documentation in the Online Navigation and Entry (ONE) System .
2. Grantee shall maintain confidential files on the served population, including developed Plans, notes, and progress.

VII. Service Objectives

Grantee shall achieve the following Service Objectives:

A. Support Services

1. Grantee shall obtain feedback on type and quality of services from at least 50 percent of tenants.
2. Grantee shall contact every tenant at least three times during the first 60 days following placement in housing to inform tenants of available services and future engagements.
3. Grantee shall develop an Individualized Service Plan for 100 percent of tenants.
4. Grantee shall follow-up at least annually with tenants to ensure mainstream benefits are received and maintained.

B. Property Management

1. Grantee shall create and maintain files for 100 percent of tenants, regardless of services type, in the San Francisco Homeless Management Information System (HMIS) ONE System and hard copies of eligibility documents, including homelessness verification.

VIII. Outcome Objectives

Grantee shall achieve the following Outcome Objectives:

A. Support Services

On an annual basis, Grantee shall meet the following outcome objectives for Support Services:

1. 90 percent of all households will remain housed for at least one year from their move-in date, or will move to other permanent housing where they pay rent, or will exit the program in good standing;
2. 75 percent of all households that showed housing instability (non-payment of rent, lease violations) will remain in housing; and
3. 80 percent of households completing an annual tenant satisfaction survey will be satisfied or very satisfied with program services (based on a four point scale: 1 = very dissatisfied, 2 = dissatisfied, 3 = satisfied, 4 = very satisfied).

B. Property Management

1. Grantee shall turnover units within seven working days, on average.
2. Grantee shall report vacancies the HSH in a timely fashion according to established procedures and process all tenant referrals in the pre-established timeframe.
3. Grantee shall maintain an occupancy rate of at least 97 percent.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as Online Navigation and Entry (ONE) system.

- A. Grantee shall communicate to the HSH Program Manager, within 48 hours, once a unit becomes vacant to foster tenant move-ins.
- B. For any quarter that maintains less than ninety percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify HSH in writing and will specify the number of underutilized units of service.
- C. Grantee shall participate, as required by Department, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and such response will become part of the official report.
- D. Grantee shall provide Ad Hoc reports as required by the Department and respond to requests in a timely manner.
- E. Grantee shall submit Facility Inventory data to HSH during the last week of January annually. Data shall include unit inventory, point in time population count of tenants, and general characteristic data of tenants.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to, the following, participant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																		
2	APPENDIX B, BUDGET																		
3	Document Date	1/13/2021																	
4	Contract Term	Begin Date	End Date	Duration (Years)															
5	Current Term	1/1/2021	2/29/2024	4															
6	Amended Term	1/1/2021	2/29/2024	4															
7	Provider Name	Tenderloin Housing Clinic, Inc.																	
8	Program	Abigail Hotel Housing Ladder																	
9	FSP Contract ID#	1000017196																	
10	Action (select)	New Agreement																	
11	Effective Date	1/1/2021																	
12	Budget Names	Property Management, Support Services																	
13			New																
14	Term Budget		\$ 5,822,516																
15	Contingency		\$ 1,222,728	21%															
16	Not-To-Exceed		\$ 7,045,244																
17		Year 1			Year 2			Year 3			Year 4			All Years					
18		1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	7/1/2023 - 2/29/2024	7/1/2023 - 2/29/2024	1/1/2021 - 2/29/2024	1/1/2021 - 2/29/2024	1/1/2021 - 2/29/2024			
19	Expenditures	New	New	New	New	New	New	New	New	New	New	New	New	New	New	New			
20	Salaries & Benefits	\$ 135,765	\$ 0	\$ 135,765	\$ 278,318	\$ -	\$ 278,318	\$ 285,276	\$ -	\$ 285,276	\$ 194,939	\$ -	\$ 194,939	\$ 894,297	\$ 0	\$ 894,298			
21	Operating Expense	\$ 182,500	\$ -	\$ 182,500	\$ 350,000	\$ -	\$ 350,000	\$ 303,100	\$ -	\$ 303,100	\$ 211,870	\$ -	\$ 211,870	\$ 1,047,470	\$ -	\$ 1,047,470			
22	Subtotal	\$ 318,265	\$ 0	\$ 318,265	\$ 628,318	\$ -	\$ 628,318	\$ 588,376	\$ -	\$ 588,376	\$ 406,809	\$ -	\$ 406,809	\$ 1,941,767	\$ 0	\$ 1,941,768			
23	Indirect Percentage																		
24	Indirect Cost (Line 21 X Line 22)	\$ 36,600	\$ -	\$ 36,600	\$ 72,257	\$ -	\$ 72,257	\$ 67,663	\$ -	\$ 67,663	\$ 46,783	\$ -	\$ 46,783	\$ 223,303	\$ -	\$ 223,302			
25	Other Expenses (Not subject to indirect %)	\$ 558,464	\$ -	\$ 558,464	\$ 1,138,038	\$ -	\$ 1,138,038	\$ 1,184,174	\$ -	\$ 1,184,174	\$ 821,457	\$ -	\$ 821,457	\$ 3,702,133	\$ -	\$ 3,702,133			
26	Capital Expenditure	\$ 347,750	\$ -	\$ 347,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,750	\$ -	\$ 347,750			
27	Admin Cost (HUD Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 1,261,079	\$ 0	\$ 1,261,079	\$ 1,838,612	\$ -	\$ 1,838,612	\$ 1,840,213	\$ -	\$ 1,840,213	\$ 1,275,049	\$ -	\$ 1,275,049	\$ 6,214,953	\$ 0	\$ 6,214,953			
29																			
30	HSH Revenues (select)																		
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ 886,892	\$ -	\$ 886,892	\$ 1,701,362	\$ -	\$ 1,701,362	\$ 1,702,963	\$ -	\$ 1,702,963	\$ 1,183,549	\$ -	\$ 1,183,549	\$ 5,474,766	\$ -	\$ 5,474,766			
32	Educational Revenue Augmentation Fund (ERAF) - One-Time	\$ 347,750	\$ -	\$ 347,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,750	\$ -	\$ 347,750			
33		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
34		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 1,234,642	\$ -	\$ 1,234,642	\$ 1,701,362	\$ -	\$ 1,701,362	\$ 1,702,963	\$ -	\$ 1,702,963	\$ 1,183,549	\$ -	\$ 1,183,549	\$ 5,822,516	\$ -	\$ 5,822,516			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																		
42	Rental Income	\$ 26,438	\$ -	\$ 26,438	\$ 137,250	\$ -	\$ 137,250	\$ 137,250	\$ -	\$ 137,250	\$ 91,500	\$ -	\$ 91,500	\$ 392,438	\$ -	\$ 392,438			
43		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
44		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
45		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
46		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
47	Total Other Revenues	\$ 26,438	\$ -	\$ 26,438	\$ 137,250	\$ -	\$ 137,250	\$ 137,250	\$ -	\$ 137,250	\$ 91,500	\$ -	\$ 91,500	\$ 392,438	\$ -	\$ 392,438			
48																			
49	Total HSH + Other Revenues	\$ 1,261,079	\$ -	\$ 1,261,079	\$ 1,838,612	\$ -	\$ 1,838,612	\$ 1,840,213	\$ -	\$ 1,840,213	\$ 1,275,049	\$ -	\$ 1,275,049	\$ 6,214,953	\$ -	\$ 6,214,953			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52	Total Adjusted Salary FTE (All Budgets)			3.53			3.53			3.53			3.53						
53																			
54	Prepared by	Wynne Tang																	
55	Phone	415-885-3286 x1111																	
56	Email	wynne@thclinic.org																	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																	
2	APPENDIX B, BUDGET																	
3	Document Date	1/13/2021																
4	Contract Term	Begin Date	End Date	Duration (Years)														
5	Current Term	10/1/2020	2/29/2024	4														
6	Amended Term	10/1/2020	2/29/2024	4														
7	Provider Name	Tenderloin Housing Clinic, Inc.																
8	Program	Abigail Hotel Housing Ladder																
9	F&P Contract ID#	1000017196																
10	Action (select)	New Agreement																
11	Effective Date	1/1/2021																
12	Budget Name	Property Management																
13		New																
14	Term Budget	\$ 5,867,759																
15	Contingency																	
16	Not-To-Exceed																	
		Year 1			Year 2			Year 3			Year 4			Year 5	All Years			
		1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	7/1/2023 - 2/29/2024	7/1/2023 - 2/29/2024	N/A	10/1/2020 - 2/29/2024			
		New	New	New	New	New	New	New	New	New	New	New	New	New	New			
19	Expenditures																	
20	Salaries & Benefits	\$ 90,897	\$ 0	\$ 90,897	\$ 186,338	\$ -	\$ 186,338	\$ 190,997	\$ -	\$ 190,997	\$ 130,514	\$ -	\$ 130,514	\$ -	\$ 598,746			
21	Operating Expense	\$ 180,000	\$ -	\$ 180,000	\$ 345,000	\$ -	\$ 345,000	\$ 298,100	\$ -	\$ 298,100	\$ 208,537	\$ -	\$ 208,537	\$ -	\$ 1,031,637			
22	Subtotal	\$ 270,897	\$ 0	\$ 270,897	\$ 531,338	\$ -	\$ 531,338	\$ 489,097	\$ -	\$ 489,097	\$ 339,051	\$ -	\$ 339,051	\$ -	\$ 1,630,383			
23	Indirect Percentage	11.50%		11.50%	11.50%		11.50%	11.50%		11.50%	11.50%		11.50%	11.50%				
24	Indirect Cost (Line 21 X Line 22)	\$ 31,153	\$ 0	\$ 31,153	\$ 61,104	\$ -	\$ 61,104	\$ 56,246	\$ -	\$ 56,246	\$ 38,991	\$ -	\$ 38,991	\$ -	\$ 187,494			
25	Other Expenses (Not subject to indirect %)	\$ 558,464	\$ -	\$ 558,464	\$ 1,138,038	\$ -	\$ 1,138,038	\$ 1,184,174	\$ -	\$ 1,184,174	\$ 821,457	\$ -	\$ 821,457	\$ -	\$ 3,702,133			
26	Capital Expenditure	\$ 347,750	\$ -	\$ 347,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,750			
27	Admin Cost (HUD Agreements Only)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
28	Total Expenditures	\$ 1,208,264	\$ 1	\$ 1,208,264	\$ 1,730,480	\$ -	\$ 1,730,480	\$ 1,729,516	\$ -	\$ 1,729,516	\$ 1,199,499	\$ -	\$ 1,199,499	\$ -	\$ 5,867,759			
29																		
30	HSH Revenues (select)																	
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ 834,076		\$ 834,076	\$ 1,593,230		\$ 1,593,230	\$ 1,592,266		\$ 1,592,266	\$ 1,107,999		\$ 1,107,999		\$ 5,127,572			
32	Educational Revenue Augmentation Fund (ERAF) - One-Time	\$ 347,750		\$ 347,750											\$ 347,750			
33				\$ -			\$ -			\$ -			\$ -		\$ -			
34				\$ -			\$ -			\$ -			\$ -		\$ -			
40	Total HSH Revenues	\$ 1,181,826	\$ -	\$ 1,181,826	\$ 1,593,230	\$ -	\$ 1,593,230	\$ 1,592,266	\$ -	\$ 1,592,266	\$ 1,107,999	\$ -	\$ 1,107,999	\$ -	\$ 5,475,322			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)																	
42	Rental Income	\$ 26,438		\$ 26,438	\$ 137,250		\$ 137,250	\$ 137,250		\$ 137,250	\$ 91,500		\$ 91,500		\$ 392,438			
43				\$ -			\$ -			\$ -			\$ -		\$ -			
44				\$ -			\$ -			\$ -			\$ -		\$ -			
45				\$ -			\$ -			\$ -			\$ -		\$ -			
46				\$ -			\$ -			\$ -			\$ -		\$ -			
47	Total Other Revenues	\$ 26,438	\$ -	\$ 26,438	\$ 137,250	\$ -	\$ 137,250	\$ 137,250	\$ -	\$ 137,250	\$ 91,500	\$ -	\$ 91,500	\$ -	\$ 392,438			
48																		
49	Total HSH + Other Revenues	\$ 1,208,264	\$ -	\$ 1,208,264	\$ 1,730,480	\$ -	\$ 1,730,480	\$ 1,729,516	\$ -	\$ 1,729,516	\$ 1,199,499	\$ -	\$ 1,199,499	\$ -	\$ 5,867,759			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52																		
53	Prepared by	Wynne Tang																
54	Phone	415-885-3286 x1111																
55	Email	wynne@thclinic.org																

	A	B	C	D	E	F	I	J	K	L	M	P	Q	R	S	V	W	X	Y	Z	AA	AB	AC	BT				
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																											
2	SALARY & BENEFIT DETAIL																											
3	Document Date		1/13/2021																									
4	Provider Name		Tenderloin Housing Clinic, Inc.																									
5	Program		Abigail Hotel Housing Ladder																									
6	FSP Contract ID#		1000017196																									
7	Budget Name		Property Mana																									
8			Year 1					Year 2					Year 3					Year 4					All Years					
9	POSITION TITLE	Agency Totals		For HSH Funded Program		1/1/2021 - 6/30/2021	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022	Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2023	Agency Totals		For HSH Funded Program		7/1/2023 - 2/29/2024	7/1/2023	7/1/2023 - 2/29/2024	10/1/2020 - 2/29/2024				
10		New		New			New		New			New		New			New		New					New				
11		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary				
12	Property Manager	\$ 61,800	1.00	100%	1.00	\$ 30,900	\$ 63,345	1.00	100%	1.00	\$ 63,345	\$ 64,929	1.00	100%	1.00	\$ 64,929	\$ 66,552	1.00	100%	1.00	\$ 44,367.89	\$ -	\$ 44,368	\$ 203,542				
13	Maintenance Worker	\$ 46,350	1.00	100%	1.00	\$ 23,175	\$ 47,509	1.00	100%	1.00	\$ 47,509	\$ 48,696	1.00	100%	1.00	\$ 48,696	\$ 49,914	1.00	100%	1.00	\$ 33,275.92	\$ -	\$ 33,276	\$ 152,656				
14	Director of Property Mgmt	\$ 113,300	1.00	3%	0.03	\$ 1,530	\$ 116,133	1.00	3%	0.03	\$ 3,136	\$ 119,036	1.00	3%	0.03	\$ 3,214	\$ 122,012	1.00	3%	0.03	\$ 2,196.21	\$ -	\$ 2,196	\$ 10,075				
15	Assoc Director of Property Mgmt	\$ 88,183	1.00	8%	0.08	\$ 3,527	\$ 90,388	1.00	8%	0.08	\$ 7,231	\$ 92,647	1.00	8%	0.08	\$ 7,412	\$ 94,963	1.00	8%	0.08	\$ 5,064.72	\$ -	\$ 5,065	\$ 23,235				
16	Facilities Manager	\$ 76,400	1.00	16%	0.16	\$ 6,074	\$ 78,310	1.00	16%	0.16	\$ 12,451	\$ 80,268	1.00	16%	0.16	\$ 12,763	\$ 82,274	1.00	16%	0.16	\$ 8,721.09	\$ -	\$ 8,721	\$ 40,009				
17																												
54																												
55		TOTAL SALARIES				\$ 65,206	TOTAL SALARIES				\$ 133,672	TOTAL SALARIES				\$ 137,013	TOTAL SALARIES				\$ 93,626	\$ -	\$ 93,626	\$ 429,517				
56		TOTAL FTE		2.27	TOTAL FTE		2.27	TOTAL FTE		2.27	TOTAL FTE		2.27	TOTAL FTE		2.27	TOTAL FTE		2.27	TOTAL FTE		2.27						
57		FRINGE BENEFIT RATE			39.40%	FRINGE BENEFIT RATE			39.40%	FRINGE BENEFIT RATE			39.40%	FRINGE BENEFIT RATE			39.40%	FRINGE BENEFIT RATE			39.40%	FRINGE BENEFIT RATE			39.40%			
58		EMPLOYEE FRINGE BENEFITS				\$ 25,691	EMPLOYEE FRINGE BENEFITS				\$ 52,667	EMPLOYEE FRINGE BENEFITS				\$ 53,983	EMPLOYEE FRINGE BENEFITS				\$ 36,889	\$ -	\$ 36,889	\$ 169,230				
59		TOTAL SALARIES & BENEFITS				\$ 90,897	TOTAL SALARIES & BENEFITS				\$ 186,338	TOTAL SALARIES & BENEFITS				\$ 190,997	TOTAL SALARIES & BENEFITS				\$ 130,514	\$ -	\$ 130,514	\$ 598,746				

	A	B	E	H	K	L	M	AF
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING							
2	OPERATING DETAIL							
3	Document Date	1/13/2021						
4	Provider Name	Tenderloin Hous						
5	Program	Abigail Hotel Ho						
6	FSP Contract ID#	1000017196						
7	Budget Name	Property Manag						
8								
9		Year 1	Year 2	Year 3	Year 4			All Years
10		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	7/1/2023 - 2/29/2024	7/1/2023 - 2/29/2024	10/1/2020 - 2/29/2024
11		New	New	New	New		New	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense
13	Rental of Property					\$ -	\$ -	\$ -
14	Utilities(Elec, Water, Gas, Phone, Scavenger)	\$ 72,500	\$ 145,000	\$ 152,250	\$ 106,575	\$ -	\$ 106,575	\$ 476,325
15	Office Supplies, Postage	\$ 2,500	\$ 5,000	\$ 5,000	\$ 3,333	\$ -	\$ 3,333	\$ 15,833
16	Building Maintenance/Elevator Supplies and Repair	\$ 37,500	\$ 75,000	\$ 78,750	\$ 55,125	\$ -	\$ 55,125	\$ 246,375
17	Printing and Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Insurance	\$ 9,500	\$ 19,000	\$ 19,950	\$ 13,965	\$ -	\$ 13,965	\$ 62,415
19	Staff Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	Staff Travel-(Local & Out of Town)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	Rental of Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Legal Costs	\$ 1,500	\$ 3,000	\$ 3,150	\$ 2,205	\$ -	\$ 2,205	\$ 9,855
23	Elevator Repairs	\$ 15,000	\$ 15,000	\$ 15,000	\$ 10,000	\$ -	\$ 10,000	\$ 55,000
24						\$ -	\$ -	\$ -
43	Consultants					\$ -	\$ -	\$ -
44	Janitorial Service	\$ 41,500	\$ 83,000	\$ 24,000	\$ 17,333	\$ -	\$ 17,333	\$ 165,833
45						\$ -	\$ -	\$ -
46						\$ -	\$ -	\$ -
55	Subcontractors					\$ -	\$ -	\$ -
56						\$ -	\$ -	\$ -
57						\$ -	\$ -	\$ -
69	TOTAL OPERATING EXPENSES	\$ 180,000	\$ 345,000	\$ 298,100	\$ 208,537	\$ -	\$ 208,537	\$ 1,031,637
70								
71	Other Expenses (not subject to indirect cost %)							
72	Master Lease Costs	\$ 527,744	\$ 1,076,598	\$ 1,119,662	\$ 776,299		\$ 776,299	\$ 3,500,302
73	Abigail's portion of Modified Payment Program usage	\$ 30,720	\$ 61,440	\$ 64,512	\$ 45,158	\$ -	\$ 45,158	\$ 201,830
74						\$ -	\$ -	\$ -
75						\$ -	\$ -	\$ -
85	TOTAL OTHER EXPENSES	\$ 558,464	\$ 1,138,038	\$ 1,184,174	\$ 821,457	\$ -	\$ 821,457	\$ 3,702,133
86								
87	Capital Expenses							
88	Ramp-Up: Consultant for Lease-up	\$ 80,000				\$ -	\$ -	\$ 80,000
89	Ramp-Up: Moving Service	\$ 25,000				\$ -	\$ -	\$ 25,000
90	Ramp-Up: Pest inspection/ Treatment at move-in	\$ 25,000				\$ -	\$ -	\$ 25,000
91	Ramp-up: Office furniture, PC, Printer	\$ 10,000				\$ -	\$ -	\$ 10,000
92	Ramp-up: Community Room furniture	\$ 40,000				\$ -	\$ -	\$ 40,000
93	Ramp-up: Laundry Room cart & table	\$ 2,000				\$ -	\$ -	\$ 2,000
94	Ramp-up: Unit furniture	\$ 93,000				\$ -	\$ -	\$ 93,000
95	Ramp-up: Refrigerators & Microwaves	\$ 22,750				\$ -	\$ -	\$ 22,750
96	Ramp-up: Gate between Abigail Hotel and 250 McAllister building.	\$ 50,000						\$ 50,000
97								
98	TOTAL CAPITAL EXPENSES	\$ 347,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,750
99								
100	HS# 3							

	A	B	C	D	G	J	K	N	AI
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING								
2	APPENDIX B, BUDGET								
3	Document Date	1/13/2021							
4	Contract Term	Begin Date	End Date	Duration (Years)					
5	Current Term	10/1/2020	2/29/2024	4					
6	Amended Term	10/1/2020	2/29/2024	4					
7	Provider Name	Tenderloin Housing Clinic, Inc.							
8	Program	Abigail Hotel Housing Ladder							
9	FSP Contract ID#	1000017196							
10	Action (select)	New Agreement							
11	Effective Date	1/1/2021							
12	Budget Name	Support Services							
13		New							
14	Term Budget	\$ 347,194							
15	Contingency								
16	Not-To-Exceed	Year 1	Year 2	Year 3	Year 4	All Years			
17		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	10/1/2020 - 2/29/2024			
18		New	New	New	New	New			
19	Expenditures								
20	Salaries & Benefits	\$ 44,868	\$ 91,980	\$ 94,279	\$ 64,424	\$ 295,551			
21	Operating Expense	\$ 2,500	\$ 5,000	\$ 5,000	\$ 3,333	\$ 15,833			
22	Subtotal	\$ 47,368	\$ 96,980	\$ 99,279	\$ 67,757	\$ 311,385			
23	Indirect Percentage	11.50%	11.50%	11.50%	11.50%				
24	Indirect Cost (Line 21 X Line 22)	\$ 5,447	\$ 11,153	\$ 11,417	\$ 7,792	\$ 35,809			
25	Other Expenses (Not subject to indirect %)	\$ -	\$ -	\$ -	\$ -	\$ -			
26	Capital Expenditure	\$ -	\$ -	\$ -	\$ -	\$ -			
27	Admin Cost (HUD Agreements Only)								
28	Total Expenditures	\$ 52,815	\$ 108,132	\$ 110,696	\$ 75,550	\$ 347,194			
29									
30	HSH Revenues (select)								
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ 52,815	\$ 108,132	\$ 110,696	\$ 75,550	\$ 347,194			
32	Educational Revenue Augmentation Fund (ERAF) - One-Time	\$ -	\$ -	\$ -	\$ -	\$ -			
33		\$ -	\$ -	\$ -	\$ -	\$ -			
34		\$ -	\$ -	\$ -	\$ -	\$ -			
40	Total HSH Revenues	\$ 52,815	\$ 108,132	\$ 110,696	\$ 75,550	\$ 347,194			
41	Other Revenues (to offset Total Expenditures & Reduce HSH Revenues)								
42	Rental Income	\$ -	\$ -	\$ -	\$ -	\$ -			
43		\$ -	\$ -	\$ -	\$ -	\$ -			
44		\$ -	\$ -	\$ -	\$ -	\$ -			
45		\$ -	\$ -	\$ -	\$ -	\$ -			
46		\$ -	\$ -	\$ -	\$ -	\$ -			
47	Total Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -			
48									
49	Total HSH + Other Revenues	\$ 52,815	\$ 108,132	\$ 110,696	\$ 75,550	\$ 347,194			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -			
52									
53	Prepared by	Wynne Tang							
54	Phone	415-885-3286 x1111							
55	Email	wynne@thclinic.org							

	A	B	C	D	E	F	I	J	K	L	O	P	Q	R	S	V	W	X	Y	Z	AA	AB	AC	BT	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																								
2	SALARY & BENEFIT DETAIL																								
3	Document Date	1/13/2021																							
4	Provider Name	Tenderloin Housing Clinic, Inc.																							
5	Program	Abigail Hotel Housing Ladder																							
6	FSP Contract ID#	1000017196																							
7	Budget Name	Support Services																							
8		Year 1					Year 2					Year 3					Year 4					All Years			
9	POSITION TITLE	Agency Totals		For HSH Funded Program		1/1/2021 - 6/30/2021 New	Agency Totals		For HSH Funded Program		7/1/2021 - 6/30/2022 New	Agency Totals		For HSH Funded Program		7/1/2022 - 6/30/2023 New	Agency Totals		For HSH Funded Program		7/1/2023 - 2/29/2024 New	7/1/2023 - 2/29/2024 New	7/1/2023 - 2/29/2024 New	10/1/2020 - 2/29/2024 New	
10		Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	
11																									
12	Case Manager	\$ 46,350	1.00	100%	1.00	\$ 23,175	\$ 47,509	1.00	100%	1.00	\$ 47,509	\$ 48,696	1.00	100%	1.00	\$ 48,696	\$ 49,914	1.00	100%	1.00	\$ 33,275.92	\$ -	\$ 33,276	\$ 152,656	
13	Support Services Manager	\$ 60,461	1.00	16%	0.16	\$ 4,807	\$ 61,973	1.00	16%	0.16	\$ 9,854	\$ 63,522	1.00	16%	0.16	\$ 10,100	\$ 65,110	1.00	16%	0.16	\$ 6,901.65	\$ -	\$ 6,902	\$ 31,662	
14	Associate Director of Support Services	\$ 72,100	1.00	8%	0.08	\$ 2,884	\$ 73,903	1.00	8%	0.08	\$ 5,912	\$ 75,750	1.00	8%	0.08	\$ 6,060	\$ 77,644	1.00	8%	0.08	\$ 4,141.00	\$ -	\$ 4,141	\$ 18,997	
15	Director of Support Services	\$ 97,850	1.00	3%	0.03	\$ 1,321	\$ 100,296	1.00	3%	0.03	\$ 2,708	\$ 102,804	1.00	3%	0.03	\$ 2,776	\$ 105,374	1.00	3%	0.03	\$ 1,896.73	\$ -	\$ 1,897	\$ 8,701	
16																									
54																									
55		TOTAL SALARIES				\$ 32,187	TOTAL SALARIES				\$ 65,983	TOTAL SALARIES				\$ 67,632	TOTAL SALARIES				\$ 46,215	\$ -	\$ 46,215	\$ 212,017	
56		TOTAL FTE				1.27	TOTAL FTE				1.27	TOTAL FTE				1.27	TOTAL FTE				1.27				
57		FRINGE BENEFIT RATE				39.40%	FRINGE BENEFIT RATE				39.40%	FRINGE BENEFIT RATE				39.40%	FRINGE BENEFIT RATE				39.40%				
58		EMPLOYEE FRINGE BENEFITS				\$ 12,682	EMPLOYEE FRINGE BENEFITS				\$ 25,997	EMPLOYEE FRINGE BENEFITS				\$ 26,647	EMPLOYEE FRINGE BENEFITS				\$ 18,209	\$ -	\$ 18,209	\$ 83,535	
59		TOTAL SALARIES & BENEFITS				\$ 44,868	TOTAL SALARIES & BENEFITS				\$ 91,980	TOTAL SALARIES & BENEFITS				\$ 94,279	TOTAL SALARIES & BENEFITS				\$ 64,424	\$ -	\$ 64,424	\$ 295,551	

Appendix C, Method of Payment

- I. Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month within the budget term (e.g. Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
- A. **Timelines:** Grantee shall submit all invoices and any related required documentation in the format specified in below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of end of the Fiscal Year or Project Period.

Billing Month/Date	Service Begin Date	Service End Date
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

B. **Invoicing System:**

1. Grantee shall submit invoices and all required supporting documentation demonstrating evidence of the expenditure to the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Grantee Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including names, emails, phone number, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.
3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.

4. Grantee authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee Executive Director or Chief Financial Officer shall immediately notify to the assigned HSH Contract Manager, as listed in CARBON , via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s), and phone number(s) of the previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approve from the HSH Contracts Manager.
- C. Line Item Variance: There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an **ongoing General Fund/Educational Revenue Augmentation Fund (ERAF)** line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee questions regarding spend down funding source prioritization shall be directed to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the budget or project term. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
 3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a

period not fewer than five years after final payment under this Agreement, and shall provide to the City upon request.

- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed basis to fulfil audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g. PDF) or summarized;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population (e.g. tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget. All subcontractors must also be listed in the Permitted Subcontractors Appendix.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly match the approved Appendix B, Budget(s) line items and eligible activities.

General Fund/Educational Revenue Augmentation Fund (ERAF)	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the agreement and invoice period each time an invoice is submitted.</p> <p>Documentation includes, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	Grantee shall maintain and provide documentation for all approved Operating costs included in the Appendix B, Budget(s) each time an invoice is submitted.

General Fund/Educational Revenue Augmentation Fund (ERAF)	
Type	Instructions and Examples of Documentation
	Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee shall maintain and provide documentation for all revenue expenses that offset the costs in the Appendix B, Budget(s) covered by the agreement each time an invoice is submitted.

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund amounts (e.g. executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

Once the Agreement is certified, Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All Agreement compliance requirements must be currently met (e.g. reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and
3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.

2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund budget amount, per the Appendix B, Budget of this Agreement. Requests over two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall be repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

IV. Timely Submission of Reports and Compliance: If a Grantee has an outstanding items due to the City (e.g. Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g. Letter of Correction, Corrective Action Plan, and/or Appendix A(s), Services to be Provided of the Agreement), Grantee shall submit and comply with such requirements prior to or in conjunction with invoices. Failure to submit required information or comply by specified deadlines may result in HSH withholding of payments.

Appendix D - Interests in Other City Grants

**Subgrantees must also list their interests in other City contracts

City Department or Commission	Date of Contract	Amount of Contract
H.S.H. Master Lease Hotel Contract, FY21 – 2/29/24	Jul 1, 2020 – in negotiations	\$89,400,486
H.S.H. Modified Payment Program, FY16 – FY21 (amended)	Jul 1, 2018 amendment	\$4,932,652
H.S.H., Baldwin House Hotel, FY20- FY22	May 1, 2019	\$8,020,803
H.S.H. CoC Rental Assistance, Baldwin House Hotel, 8/1/2019 – 8/31/2022	Aug 1, 2019	\$9,338,682
H.S.H. Crown, National & Winton Hotels, 12/1/2019 – 6/30/2021	Nov 1, 2019	\$9,500,000
H.S.H. CoC Rental Assistance, Crown, National & Winton Hotels, 12/1/2019 – 11/30/2022	Aug 1, 2019	\$9,788,192
DBI Central City SRO Collaborative, FY17-FY21, (amended)	Jun 30, 2019, 2 nd amendment	\$2,042,871
DBI CEOP Outreach - FY17 - FY21, (amended)	Jun 30, 2019, 2 nd amendment	\$929,099
Adult Probation -Housing program, 3/1/2020 – 2/28/2022	Mar 1, 2020	5,745,022
MOHCD LaVoz, FY19 - FY20, extended to 9/30/20	Jul 1, 2020 extension	\$680,511
MOHCD Right to Counsel, FY21	Jul 1, 2020 – in negotiations	\$995,331
SF Superior Court – Drug Court Program – Feb 2018 - Sept 2020	Feb 1, 2018, 1 st amendment	\$346,222
SF Rent Board Grant – FY21	Jul 1, 2020 – in negotiations	\$20,000

Appendix E – Permitted Subgrantees

1. None

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING**

**FIRST AMENDMENT
TO GRANT AGREEMENT
between
CITY AND COUNTY OF SAN FRANCISCO
and
TENDERLOIN HOUSING CLINIC, INC.**

THIS AMENDMENT of the **October 1, 2020** Grant Agreement (the "Agreement") is dated as of **March 1, 2024**, and is made in the City and County of San Francisco, State of California, by and between **TENDERLOIN HOUSING CLINIC, INC.** ("Grantee") and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through The Department of Homelessness and Supportive Housing ("Department").

RECITALS

WHEREAS, Grantee was selected pursuant to Ordinance No. 61-19, which authorizes the Department to enter into contracts without adhering to the Administrative Code provisions regarding competitive bidding and other requirements for construction work, procurement, and personal services relating to the shelter crisis; and

WHEREAS, City and Grantee desire to execute this Amendment to update the prior Agreement; and

WHEREAS, the City's Homelessness Oversight Commission approved this Amendment by Resolution No. 24-006 on February 16, 2024; and

NOW, THEREFORE, City and Grantee agree to amend said Grant Agreement as follows:

- 1. Definitions.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Grant Agreement.
 - (a) Agreement. The term "Agreement" shall mean the Agreement dated **October 1, 2020** between Grantee and City.
 - (b) "Eligible Expenses" shall have the meaning set forth in Appendix A-1, Services to be Provided, Appendix A-2, Services to be Provided, and Appendix B, Budget.
 - (c) "Grant Plan" shall have the meaning set forth in Appendix A-1, Services to be Provided, Appendix A-2, Services to be Provided, and Appendix B, Budget.

2. Modifications to the Agreement. The Grant Agreement is hereby modified as follows:

2.1 ARTICLE 3 TERM of the Agreement currently reads as follows:

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **January 1, 2021** and expire on **February 29, 2024**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

Such section is hereby deleted and replaced in its entirety to read as follows:

ARTICLE 3 TERM

3.1 Effective Date. This Agreement shall become effective when the Controller has certified to the availability of funds as set forth in Section 2.2 and the Department has notified Grantee thereof in writing.

3.2 Duration of Term.

- (a) The term of this Agreement shall commence on **January 1, 2021**, and expire on **June 30, 2026**, unless earlier terminated as otherwise provided herein. Grantee shall not begin performance of its obligations under this Agreement until it receives written notice from City to proceed.

2.2 Section 4.2 Grantee's Personnel of the Agreement is hereby deleted and replaced in its entirety to read as follows:

4.2 Qualified Personnel. The Grant Plan shall be implemented only by competent personnel under the direction and supervision of Grantee.

2.3 ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS of the Agreement currently reads as follows:

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Seven Million Forty Five Thousand Two Hundred Forty Four Dollars (\$7,045,244)**.

- (b) Grantee understands that, of the Maximum Amount Of Grant Funds listed under Article 5.1 (a) of this Agreement, **One Million Two Hundred Twenty Two Thousand Seven Hundred Twenty Eight Dollars (\$1,222,728)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A, Services to be Provided and Appendix B, Budget and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The

Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 State or Federal Funds.

- (a) **Disallowance.** With respect to Grant Funds, if any, which are ultimately provided by the State or Federal government, Grantee agrees that if Grantee claims or receives payment from City for an Eligible Expense, payment or reimbursement of which is later disallowed by the State or Federal government, Grantee shall promptly refund the disallowed amount to City upon City's request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to Grantee hereunder or under any other Agreement. Any such offset with respect to a portion of the disallowed amount shall not release Grantee from Grantee's obligation hereunder to refund the remainder of the disallowed amount.
- (b) **Grant Terms.** The funding for this Agreement is provided in full or in part by a federal or state grant to the City. As part of the terms of receiving the funds, the City is required to incorporate some of the terms into this Agreement and include certain reporting requirements.

Such section is hereby deleted and replaced in its entirety to read as follows:

ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds.

- (a) In no event shall the amount of Grant Funds disbursed hereunder exceed **Nine Million Nine Hundred Sixty Nine Thousand One Hundred Ninety Six Dollars (\$9,969,196).**
- (b) Grantee understands that, of the Maximum Amount of Grant Funds listed under Article 5.1 (a) of this Agreement, **Seven Hundred Thirteen Thousand Nine Hundred Five Dollars (\$713,905)** is included as a contingency amount and is neither to be used in Budget(s) attached to this Agreement or available to Grantee without a modification to the Appendix B, Budget, which has been approved by the Department of Homelessness and Supportive Housing. Grantee further understands that no payment for any portion of this contingency amount will be made unless and until a modification or revision has been fully approved and executed in accordance with applicable City and Department laws, regulations, policies/procedures and certification as to the availability of funds by Controller. Grantee agrees to fully comply with these laws, regulations, and policies/procedures.

5.2 Use of Grant Funds. Grantee shall use the Grant Funds only for Eligible Expenses as set forth in Appendix A-1, Services to be Provided, Appendix A-2, Services to be Provided, and Appendix B, Budget, and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Budget and shall obtain the prior approval of City before transferring expenditures from one line item to another within the Budget.

5.3 Disbursement Procedures. Grant Funds shall be disbursed to Grantee as follows:

- (a) Grantee shall submit to the Department for approval, in the manner specified for notices pursuant to Article 15, a document (a “Funding Request”) substantially in the form attached as Appendix C, Method of Payment. Any unapproved Funding Requests shall be returned by the Department to Grantee with a brief explanation why the Funding Request was rejected. If any such rejection relates only to a portion of Eligible Expenses itemized in a Funding Request, the Department shall have no obligation to disburse any Grant Funds for any other Eligible Expenses itemized in such Funding Request unless and until Grantee submits a Funding Request that is in all respects acceptable to the Department.
- (b) The Department shall make all disbursements of Grant Funds pursuant to this Section through electronic payment or by check payable to Grantee sent via U.S. mail in accordance with Article 15, unless the Department otherwise agrees in writing, in its sole discretion. For electronic payment, City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach. The Department shall make disbursements of Grant Funds as set forth in Appendix C, Method of Payment.

5.4 Reserved. (State or Federal Funds).

2.4 Section 6.7 Submitting False Claims of the Agreement is hereby deleted and replaced in its entirety with:

6.7 Submitting False Claims. Grantee shall at all times deal in good faith with the City, shall only submit a Funding Request to the City upon a good faith and honest determination that the funds sought are for Eligible Expenses under the Grant, and shall only use Grant Funds for payment of Eligible Expenses as set forth in Appendix A-1, Services to be Provided and Appendix A-2, Services to be Provided. Any Grantee who commits any of the following false acts shall be liable to the City for three times the amount of damages the City sustains because of Grantee's act. A Grantee will be deemed to have

submitted a false claim to the City if Grantee: (a) knowingly presents or causes to be presented to an officer or employee of the City a false Funding Request; (b) knowingly disburses Grants Funds for expenses that are not Eligible Expenses; (c) knowingly makes, uses, or causes to be made or used a false record or statement to get a false Funding Request paid or approved by the City; (d) conspires to defraud the City by getting a false Funding Request allowed or paid by the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

2.5 Section 10.1 Types and Amounts of Coverage of the Agreement is hereby deleted and replaced in its entirety to read as follows:

10.1 Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than one million dollars (\$1,000,000) each claim.

2.6 Section 13.3 Subcontracting of the Agreement is hereby deleted and replaced in its entirety to read as follows:

13.3 Subcontracting. If Appendix B, Budget, lists any permitted subgrantees, then notwithstanding any other provision of this Agreement to the contrary, Grantee shall have the right to subcontract on the terms set forth in this Section. If Appendix B, Budget, is blank or specifies that there are no permitted subgrantees, then Grantee shall have no rights under this Section.

(a) **Limitations.** In no event shall Grantee subcontract or delegate the whole of the Grant Plan. Grantee may subcontract with any of the permitted subgrantees set forth on Appendix B, Budget, without the prior consent of City; provided, however, that Grantee shall not thereby be relieved from any liability or obligation under this Agreement and, as between City and Grantee, Grantee shall be responsible for the acts, defaults and omissions of any subgrantee or its agents or employees as fully as if they were the acts, defaults or omissions of Grantee. Grantee shall ensure that its subgrantees comply with all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. All references herein to duties and obligations of Grantee shall be deemed to pertain also to all subgrantees to the extent applicable. A default by any subgrantee shall be deemed to be an Event of Default hereunder. Nothing contained in this Agreement shall create any contractual relationship between any subgrantee and City.

(b) **Terms of Subcontract.** Each subcontract shall be in form and substance acceptable to City and shall expressly provide that it may be assigned to City without the prior consent of the subgrantee. In addition, each subcontract shall incorporate all of the terms of this Agreement, insofar as they apply to the subcontracted portion of the Grant Plan. Without limiting the scope of the foregoing, each subcontract shall provide City, with respect to the subgrantee, the audit and inspection rights set forth in Section 6.6. Upon the request of City, Grantee shall promptly furnish to City true and correct copies of each subcontract permitted hereunder.

2.7 ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS of the Agreement is deleted and replaced by the following:

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and may be sent by U.S. mail or email, and shall be addressed as follows:

If to the Department or City: Department of Homelessness and Supportive Housing
Contracts Unit
440 Turk Street
San Francisco, CA 94102
hshcontracts@sfgov.org

If to Grantee: Tenderloin Housing Clinic, Inc.
126 Hyde Street
San Francisco, CA 94102
Attn: Randy Shaw, Executive Director
randy@thclinic.org

Any notice of default must be sent by registered mail.

15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt.

15.3 Change of Address. Any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

2.8 Section 16.21 Compliance with Other Laws of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.21 Compliance with Other Laws.

- (a) Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.
- (b) Grantee represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Grantee shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City request, Grantee shall provide documentation demonstrating its compliance with applicable legal requirements. If Grantee will use any subgrantees/subrecipients/subcontractors to perform the Agreement, Grantee is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts at the time of grant execution and for the duration of the agreement. Any failure by Grantee or any subgrantees/ subrecipients/subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

2.9 Section 16.22 Reserved. (Additional Requirements for Federally-Funded Awards) of the Agreement is hereby deleted and replaced in its entirety to read as follows:

16.22 Reserved. (Additional Provisions for Shelter and Resource Center Grants – Standard of Care).

2.10 Section 16.23 Reserved. (Additional Requirements for Federally-Funded Awards) is hereby added to this Agreement.

2.11 Section 17.6 Entire Agreement of the Agreement is hereby deleted and replaced with the following:

17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

- Appendix A-1, Services to be Provided
- Appendix A-2, Services to be Provided
- Appendix B, Budget (dated March 1, 2024)
- Appendix C, Method of Payment (dated March 1, 2024)
- Appendix D, Interests in Other City Grants (dated March 1, 2024)

2.12 Section 17.10 Survival of Terms of the Agreement is hereby deleted and replaced with the following:

Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

- | | |
|-----------------|--|
| Section 4.3 | Ownership of Results. |
| Section 6.4 | Financial Statements. |
| Section 6.5 | Books and Records. |
| Section 6.6 | Inspection and Audit. |
| Section 6.7 | Submitting False Claims. |
| Article 7 | Taxes. |
| Article 8 | Representations and Warranties. |
| Article 9 | Indemnification and General Liability. |
| Section 10.4 | Required Post-Expiration Coverage. |
| Article 12 | Disclosure of Information and Documents. |
| Section 13.4 | Grantee Retains Responsibility. |
| Section 14.3 | Consequences of Recharacterization. |
| This Article 17 | Miscellaneous. |

2.13 Section 17.14 Services During a City-Declared Emergency of the Agreement is hereby deleted and replaced with the following:

17.14 Services During a City-Declared Emergency. In case of an emergency as declared by the Mayor under Charter section 3.100, Grantee will make a good faith effort to continue to provide the services set forth in Appendix A-1, Services to be Provided and Appendix A-2, Services to be Provided. Any services provided beyond those listed in Appendix A-1,

Services to be Provided and Appendix A-2, Services to be Provided must be approved by the Department.

- 2.14 **Appendix A, Services to be Provided**, of the Agreement is hereby replaced in its entirety by **Appendix A-1, Services to be Provided** and **Appendix A-2, Services to be Provided**, for the period of March 1, 2024 to June 30, 2026.
- 2.15 **Appendix B, Budget**, of the Agreement is hereby replaced in its entirety by the modified **Appendix B, Budget** (dated March 1, 2024), for the period of January 1, 2021 to June 30, 2026.
- 2.16 **Appendix C, Method of Payment**, of the Agreement is hereby replaced in its entirety by the modified **Appendix C, Method of Payment** (dated March 1, 2024).
- 2.17 **Appendix D, Interests in Other City Grants**, of the Agreement is hereby replaced in its entirety by the modified **Appendix D, Interests in Other City Grants** (dated March 1, 2024).
- 2.18 **Appendix E, Permitted Subgrantees**, of the Agreement is hereby deleted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first specified herein. The signatories to this Agreement warrant and represent that they have the authority to enter into this agreement on behalf of the respective parties and to bind them to the terms of this Agreement.

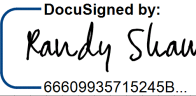
CITY

GRANTEE

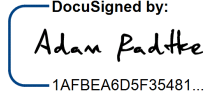
**DEPARTMENT OF HOMELESSNESS
AND SUPPORTIVE HOUSING**

**TENDERLOIN HOUSING CLINIC,
INC.**

By:  DocuSigned by:
CAD7B781896B449... 4/4/2024
Shireen McSpadden
Executive Director

By:  DocuSigned by:
66609935715245B... 3/8/2024
Randy Shaw
Executive Director
City Supplier Number: 0000009870

Approved as to Form:
David Chiu
City Attorney

By:  DocuSigned by:
1AFBEA6D5F35481... 4/4/2024
Adam Radtke
Deputy City Attorney

**Appendix A-1, Services to be Provided
by
Tenderloin Housing Clinic, Inc.
Abigail Housing Ladder - Support Services**

I. Purpose of Grant

The purpose of the grant is to provide support services to the served population. The goals of these services are to support the served population in retaining their housing; or moving to other appropriate housing.

II. Served Population

Grantee shall serve formerly homeless and income-eligible adults aged 18 years or older without the custody of minors below 18 years of age.

III. Referral and Prioritization

The Department of Homelessness and Supportive Housing (HSH) shall refer tenants via protocols established by HSH. Grantee shall not accept referrals from other sources. HSH may consider the following:

- Tenants residing in Permanent Supportive Housing (PSH) for a period of no less than the required eligibility period; and
- Tenants who have proven housing stability, who may benefit from more independent affordable living.

IV. Description of Services

Grantee shall provide Housing Ladder support services to tenants of the number of units listed in Appendix B, Budget. Support services shall include Housing Focused Case Management and Housing Coordination services, as described below.

A. Housing-Focused Case Management Services: Grantee shall provide all necessary services to ensure a seamless transition to permanent housing. Housing-Focused Case Management services shall include assisting tenants with securing needed documentation to move into housing, referrals to mainstream resources, and working closely with Housing Ladder administrator(s) to ensure that all needed services are in place prior to housing placement. Grantee shall provide wrap-around case management services within a harm reduction model to ensure tenants' long-term housing retention and improved well-being. These services shall include, but are not limited to:

1. Grantee shall engage with tenants to provide information about available Support Services and invite them to participate;
2. Grantee shall contact each tenant at least three times during the first 60 days following placement and document all outreach and attempts within the Online Navigation and Entry (ONE) System;
3. Grantee shall develop and document Housing Stability Plans in collaboration with tenants to secure and sustain housing. Service goals identified in the plan should be directly connected to housing stability or other challenges that might impact housing stability. These may include but are not limited to the following goals:
 - a) Increase income, maintain or connect to benefits and employability;
 - b) Improve credit history and rental stability; and

- c) Address behavioral health issues that negatively impact housing stability;
4. Grantee shall coordinate with Property Management during the initial intake for units and participate in orientation meetings with Property Management;
5. Grantee shall establish rapport with tenants prior to move-in to support tenants during the application and move-in process. Grantee shall coordinate with tenant's current support services provider(s) to ensure a successful transition into housing;
6. Grantee intake of tenants shall include, but is not limited to, a review of the tenant's history in the ONE System, gathering updated information from the tenant, and establishing strengths, skills, needs, plans and goals that are tenant-centered and supportive of housing retention. The intake shall take place at the same time of the interview with Property Management, on a separate date or time coordinated with Support Services during the application period, or within no more than 30 days of move-in;
7. Grantee will support to assist successful transition into permanent housing, including unit viewings and selection, accompaniment during the move-in process, and orientation to the neighborhood and surrounding services;
8. Grantee will facilitate onboarding and provide written documentation to inform tenants of the program components, engagement expectations, rent contribution, exit policy and process, and grievance procedure;
9. Grantees shall provide tenants with linkage to resources for employment and training services. Grantee may offer transportation, accompaniment to appointments, home visits, and regular verification of progress toward the achievement of the short and long-term income, employment related, and housing stabilization goals outlined in the Housing Stability Plan;
10. Grantee shall arrange for necessary services after housing placement, such as In-Home Support Services (IHSS), or care by a medical or behavior health provider;
11. Grantee shall provide targeted services and/or referrals to another appropriate agency for tenants whose behavior indicates substance abuse, mental health or another issue that is jeopardizing the tenant's housing retention and/or health;
12. If a tenant is moving out of the building, Grantee shall engage tenant in exit planning to support the tenant's successful transition out of the program. The exit plan shall depend on the tenant's needs and preferences and may include establishing a link to services in the community;
13. Grantee shall plan groups, events, and activities with input from tenants to build community engagement, develop peer support, share information, form social connections or to celebrate significant events. Grantee shall post and provide to tenants a monthly calendar of events; and
14. Grantee shall conduct monthly community meetings for tenants, in coordination with Property Management, during which tenants may discuss building concerns and program ideas with representatives from both Support Services and Property Management staff.

B. Housing Coordination Services: Grantee shall assist tenants in communicating with, responding to, and meeting with Property Management. This may include helping a tenant to understand the communications from Property Management, helping to

write requests, responses, or complaints to Property Management, and attending meetings between the tenant and Property Management to facilitate communication. Housing Coordination services shall include, but are not limited to:

1. Supporting communication and coordination with property management partners to remove any barriers to the housing referral process;
2. Lease signing and payment or rent on behalf of tenants placed into housing and lease review to ensure compliance;
3. Completion of initial and annual unit inspections to ensure compliance with Housing Quality Standards (HQS) and/or comparable habitability standards;
4. Education on tenancy requirements and support to address barriers to housing retention;
5. Coaching tenants on being a good neighbor, developing tenancy skills, lease requirements, and other topics that support stable tenancy;
6. Assessment and completion of minor repairs necessary to improve accessibility or other functional improvements;
7. Immediate responses to lease violations or other complaints, with the goal of finding resolutions that do not jeopardize housing stability. If lease violations cannot be resolved, Grantee shall work closely with property management and tenants to coordinate relocation prior to eviction; and
8. Grantee shall conduct Wellness and/or Emergency Safety Checks in accordance with HSH policy to assess a tenant's safety when there is a reason to believe there is immediate and substantial risk due to a medical and/or psychiatric emergency.

V. Location and Time of Services

Grantee shall provide services at the Abigail Hotel, located at 246 McAllister Street, San Francisco, CA 94102. Grantee shall provide services at tenants' homes or other field locations, as needed.

Grantee shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

VI. Service Requirements

- A. 1:61 Case Manager Ratio: Grantee shall maintain a 1:61 ratio of Case Manager to HSH adult units.
- B. Income Verification: Grantee shall complete income verification for tenants upon program enrollment and, thereafter, shall complete income recertification annually, at minimum, to ensure continued eligibility. During annual income recertification, Grantee shall revisit tenant rent calculations and determine an appropriate rental contribution.
- C. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the

HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.

- D. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding tenants' progress.
- E. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- F. Grievance Procedure:
1. Grantee shall establish and maintain a written Grievance Procedure for tenants, that shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a tenant can expect a response; and
 - d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the tenant to contact after the tenant has exhausted Grantee's internal Grievance Procedure.
 2. Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each tenant and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Grantee shall post the policy at all times in a location visible to tenants and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.
- G. Reasonable Accommodation Policy: Grantee shall, at program entry, review and provide a copy of a written Reasonable Accommodation policy and process to each tenant and obtain a signed copy of the policy and process from the tenant, which must be maintained in the tenant's file.
- H. Termination Policy: Grantee shall establish due process for program termination and upload supporting documentation to ONE System (or record in a comparable system for DV providers) at program termination.
- I. Feedback, Complaint, and Follow-up Policies:
Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.

J. City Communications and Policies

Grantee shall keep HSH informed of program operations and comply with HSH policies, training requirements, and participate in meetings, including, but not limited to:

1. Regular communication to HSH about the implementation of the program;
2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
3. Attendance at trainings (e.g., overdose prevention training), when required by HSH.

K. Coordination with Other Service Providers: Grantee shall establish written agreements between case management, housing location, and other service providers that are part of the support team to formalize collaboration and roles and responsibilities.

L. Critical Incident: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, according to the Department policy. Critical incidents shall be reported using the Critical Incident Report form. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH program manager.

M. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the site plan as needed and Grantee shall train all employees regarding the provisions of the plan for their sites.

N. Data Standards:

1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, including but not limited to:
 - a. Entering all household data within three working days (unless specifically requested to do so sooner);
 - b. Ensuring accurate dates for household enrollment, household exit, and household move in (if appropriate); and

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

- c. Running monthly data quality reports and correcting any errors.
 2. Records entered into the ONE system shall meet or exceed the ONE System CDQI Process standard.¹
 3. Grantee shall enter data into the ONE System but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into the CARBON database. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
 4. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
 5. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.
- O. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- P. Housing First: Grantee services and operations shall align with the Core Components of Housing First as defined in California Welfare and Institutions Code, section 8255. This includes integrating policies and procedures to provide tenant-centered, low-barrier access to housing and services.

VII. Service Objectives

Grantee shall achieve the following service objectives during the term of this grant. All service objectives shall be calculated at a household level rather than per tenant. A household may include more than one tenant. All service objectives below will be monitored by sampling tenant files during annual program monitoring visits:

- A. Housing Coordination Services
 1. Grantee shall provide 100 percent of tenants with Housing Coordination services.
 2. Grantee shall administer an annual Tenant Satisfaction survey to 100 percent of tenants that are active in the program.
- B. Housing-Focused Case Management Services
 1. Grantee shall offer 100 percent of tenants Housing-Focused Case Management Services.
 2. Grantee shall offer 100 percent of tenants referrals to other Case Management should the tenant decline services.

3. Grantee shall contact each tenant at least three times during the first 60 days following placement and complete an assessment of housing stability barriers.
4. Grantee shall outreach to 100 percent of tenants at least once per month.
5. Grantee shall outreach to 100 percent of tenants participating in Support Services to create/engage in housing stability plans, as needed, on an ongoing basis.
6. Grantee shall review housing stability plans at least once every six months and update as appropriate at this time.

VIII. Outcome Objectives

Grantee shall achieve the following outcome objectives during the term of this grant. All outcome objectives shall be calculated at a household level rather than per tenant. A household may include more than one tenant.

- A. The following Outcome Objectives shall apply to Housing-Focused Case Management Services and Housing Coordination Services:
 1. Ninety percent of households will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
 2. Grantee shall offer 100 percent of households housing focus case management and document in the ONE System if the household declined.
 3. Eighty percent of individualized service plans will be reviewed at least once every six months and updated as appropriate at this time.
 4. Eighty percent of households completing an annual tenant satisfaction survey will be satisfied or very satisfied with program services (based on a four point scale: 1= very dissatisfied, 2 = dissatisfied, 3 = satisfied, 4 = very satisfied).

IX. Reporting Requirements

- A. Grantee shall input data into systems required by HSH.
- B. For any quarter that maintains less than ninety percent of the total agreed upon units of service for any mode of service hereunder, Grantee shall immediately notify the Department in writing and shall specify the number of underutilized units of service.
- C. Grantee shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Grantee shall provide the number of evicted tenants and eviction notices issued to tenants residing in City-funded housing through the annual HSH administered Eviction Survey. Grantee shall adhere to all deadlines for submission as required by HSH.
- D. Grantee shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to

Grantee within 30 working days of receipt of any evaluation report and such response will become part of the official report.

- E. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.
- F. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
- G. Grantee shall provide information for an annual report on client enrollment in public benefits per the Administrative Code Article VI, Section 20.54.4(c) - Permanent Supportive Housing – Enrollment in Social Services https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-11877, as instructed by HSH.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, such as, but not limited to the following: tenant files, review of the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data reported on Annual Performance Reports (APR), documentation of funding match sources, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.
 - 1. Monitoring of program participation in the ONE system may include, but is not limited to, the audit of data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required training and agency lead meetings.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal and accounting policies, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with

the Americans with Disabilities Act, subcontracts, and memoranda of understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix A-2, Services to be Provided
by
Tenderloin Housing Clinic, Inc.
Abigail Housing Ladder - Property Management and Master Lease Stewardship

I. Purpose of Grant

The purpose of the grant is to provide Property Management and Master Lease Stewardship to the served population. The goals of these services are to support tenants in retaining their housing; or moving to other appropriate housing.

II. Served Population

Grantee shall serve formerly homeless and income-eligible adults aged 18 years or older without the custody of minors below 18 years of age.

III. Referral and Prioritization

The Department of Homelessness and Supportive Housing (HSH) shall refer tenants via protocols established by HSH. Grantee shall not accept referrals from other sources. HSH may consider the following:

- Tenants residing in Permanent Supportive Housing (PSH) for a period of no less than the required eligibility period; and
- Tenants who have proven housing stability, who may benefit from more independent affordable living.

IV. Description of Services

Grantee shall provide Property Management and Master Lease Stewardship to tenants of the Bristol Housing Ladder program. Grantee shall serve tenants of the number of units listed in Appendix B, Budget (“Number Served” tab).

A. Property Management

1. Program Applicant Selection and Intake: Grantee shall align with Housing First principles and follow the processes agreed upon by Grantee, HSH, property owner, housing subsidy administrators, fair housing laws, and/or other entities involved with referrals.

Grantee shall adhere to all published HSH policies, including, but not limited to those covering tenant intake, HSH housing documentation, reasonable accommodation, and transfers when accepting referrals and placing tenants into housing.

2. Tenant Lease Set-Up: Grantee shall draft, provide, and sign a rental agreement with each tenant at the time of move-in. The lease agreement shall include Community Rules, the Lease Addendum for City & County of San Francisco PSH, HSH Resident Emergency Safety Check Policy Notice, and other pertinent Lease Addenda. Grantee shall review its Grievance policies and procedures and HSH policies and procedures with tenants at the time of lease signing.

3. Annual Tenant Re-certification: As required by rental subsidy type, Grantee shall re-certify tenant income annually. This is generally done on the anniversary of a tenant's move-in date.
4. Collection of Rents, Security Deposits, and Other Receipts: Grantee shall collect and process rent and other housing-related payments (e.g. security deposit) made by tenants.
 - a. Grantee shall communicate and coordinate with local, state and/or federal agencies, as needed, to process rental subsidies.
 - b. Grantee shall assist with payment arrangements and comply with HSH and other applicable requirements governing the tenant portion of rent. All tenants will pay no more than 30 percent of their monthly adjusted household income towards rent.
5. Lease Enforcement, Written Notices and Eviction Prevention:
 - a. Grantee shall take a housing retention approach to lease enforcement, including, but not limited to, proactive engagement in collaboration with Support Services, conversations and meetings with tenants, and mediation strategies. Grantee shall utilize the HSH Nonpayment of Rent Guidance, and other PSH best practices, as an ongoing resource.
 - b. Grantee shall provide written notice to tenants regarding issues that may impact housing stability including, but not limited to, discontinuance from benefits, non-payment of rent, lease violations or warnings from Property Management, and conflicts with staff or other tenants.
 - c. Grantee shall offer tenants who become delinquent in rent the opportunity to enter into a rent payment plan or referral to third party rent payment services.
 - d. When necessary, Grantee shall provide notice to tenants of any actions related to the eviction process in accordance with all applicable laws.
 - e. Grantee shall copy Support Services staff on all communications to tenants.
6. Building Service Payments: Grantee shall set up and manage utility accounts and services related to the property, including but not limited to communications, alarms/security, fire alarm monitoring, garbage, water, and pest control. This may include elevator maintenance, as required.
7. Building Maintenance: Grantee shall maintain the facility in sanitary and operable condition, post protocol and forms for tenant requests for maintenance or repairs and respond to requests in a timely manner. Building maintenance shall include the following services:
 - a. Janitorial services in common areas, offices, and shared-use restrooms, and shower facilities;
 - b. Regular removal of garbage/trash from designated trash areas and maintenance of these areas as clean and functional;
 - c. Pest control services, as needed;
 - d. Maintenance and repair of facility systems, plumbing, electrical;
 - e. Building security; and

- f. Preparation of apartments for tenant move-in and move-out.
- 8. Coordination with Support Services: If a tenant is facing housing instability, Grantee shall coordinate with Support Services staff to find creative ways to engage with tenants to prevent housing loss. Grantee shall work with Support Services staff in communicating with and meeting with tenant regarding behaviors and issues that put the tenant at risk for housing instability.

Grantee shall participate in regular coordination meetings with Support Services to review tenants at risk for eviction and strategize on how to support tenants in maintaining their housing.

- 9. Wellness Checks and Emergency Safety Checks: Grantee shall conduct Wellness Checks and/or Emergency Safety Checks in accordance with HSH policy, internal agency policies and tenant laws to assess a tenant's safety when there is a reason to believe the tenant is at immediate and substantial risk due to a medical and/or psychiatric emergency.
- 10. Exit Planning: Grantee shall alert Support Services staff when tenants give notice to leave housing and shall keep a record of each tenant's forwarding address, whenever possible. Grantee shall provide exit information to Support Services to complete the tenant program exit in the Online Navigation and Entry (ONE) System.

B. Stewardship of the Master Lease:

- 1. Grantee shall provide HSH with a copy of the master lease agreement and any amendments. Grantee shall obtain HSH approval prior to entering into any agreement that will materially impact the HSH-funded portion of the budget.
- 2. Grantee shall maintain all Lessee responsibilities and coordinate with the Landlord to meet owner's obligations, including maintenance and capital needs.
- 3. Grantee shall promptly notify HSH of any default, failure to exercise an option to extend or other situation which could impact the term of the master lease agreement.

V. Location and Time of Services

Grantee shall provide Property Management services at the Abigail Hotel, located at 246 McAllister Street, San Francisco, CA 94102.

Grantee shall provide Property Management services 24 hours a day, seven days a week, either on-site or on-call. Grantee shall implement policies and procedures pertaining to emergency backup and will train staff accordingly.

VI. Service Requirements

- A. Facilities: Grantee shall maintain clean, safe, and functional facilities in full compliance with requirements of the law and local standards.

1. Grantee shall notify HSH immediately in the event it is given notice of violations by the Department of Building Inspection (DBI), Department of Public Health (DPH), or another City agency.
- B. Admission Policy: Grantee admission policies for services shall be in writing and available to the public. Except to the extent that the services are to be rendered to a specific population as described in the programs listed herein, such policies must include a provision that the served population is accepted for care without discrimination on the basis of race, color, creed, religion, sex, age, national origin, ancestry, sexual orientation, gender identification, disability, or HIV status.
- C. Housing First: Grantee services and operations shall align with the Core Components of Housing First. Housing First Principles means tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services, and prohibit rejecting applicants on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness,” as further described in California Welfare and Institutions Code section 8255.
- D. Harm Reduction: Grantee shall integrate harm reduction principles into service delivery and agency structure as well as follow the [HSH Overdose Prevention Policy](#). Grantee staff who work directly with tenants will participate in annual trainings on harm reduction, overdose recognition and response.
- E. Language and Interpretation Services: Grantee shall ensure that translation and interpreter services are available, as needed. Grantee shall address the needs of and provide services to the served population who primarily speak language(s) other than English. Additional information on Language Access standards can be found on the HSH Providers Connect website: <https://sfgov1.sharepoint.com/sites/HOM-Ext-Providers>.
- F. Case Conferences: Grantee shall participate in individual case conferences and team coordination meetings with HSH-approved programs, as needed, to coordinate and collaborate regarding tenant’s housing stability.
- G. Grievance Procedure:
 1. Grantee shall establish and maintain a written Grievance Procedure for tenants, which shall include, at minimum, the following elements:
 - a. The name or title of the person or persons authorized to make a determination regarding the grievance;
 - b. The opportunity for the aggrieved party to discuss the grievance with those who will be making the determination;
 - c. The amount of time required for each step, including when a tenant can expect a response; and

- d. In accordance with published HSH policies/procedures, the HSH Grievances email address (hshgrievances@sfgov.org) and mailing address for the household to contact after the household has exhausted Grantee's internal Grievance Procedure.
2. Grantee shall, at program entry, review and provide a copy of this procedure, and any amendments, to each tenant and obtain a signed copy of the form from the tenant, which must be maintained in the tenant's file. Additionally, Grantee shall post the policy at all times in a location visible to tenants, and provide a copy of the procedure and any amendments to the assigned HSH Program Manager.

H. Feedback, Complaint and Follow-up Policies:

Grantee shall provide means for the served population to provide input into the program, including the planning, design, and level of satisfaction with services. Feedback methods shall include:

1. A complaint process, including a written complaint policy informing the served population on how to report complaints; and
2. A written annual survey to the served population to gather feedback, measure satisfaction, and assess the effectiveness of services and systems within the program. Grantee shall offer assistance to the served population with survey completion if the written format presents any problem.

I. City Communications, Trainings and Meetings:

Grantee shall keep HSH informed of program operations and comply with HSH policies, training requirements, and participate in meetings, including, but not limited to:

1. Regular communication to HSH about the implementation of the program;
2. Attendance at all meetings as required by HSH. This shall include quarterly HSH meetings; and
3. Attendance at trainings (e.g., overdose prevention training), when required by HSH. Ensure all site-based or tenant-facing staff and subcontractors are onboarded and trained to perform the services in accordance with Housing First, Harm Reduction, and Trauma-Informed Principles.

J. Coordination with Other Service Providers: Grantee shall establish written agreements with Support Services and other service providers that are part of the site team to formalize collaboration and roles and responsibilities.

K. Critical Incidents: Grantee shall report critical incidents, as defined in the Critical Incident Policy, to HSH, according to the Department policy. Critical incidents shall be reported using the Critical Incident Report form. In addition, critical incidents that involve life endangerment events or major service disruptions should be reported immediately to the HSH program manager.

L. Disaster and Emergency Response Plan: Grantee shall develop and maintain an Agency Disaster and Emergency Response Plan containing Site Specific Emergency Response Plan(s) for each service site per HSH requirements. The Agency Disaster

and Emergency Response Plan shall address disaster coordination between and among service sites. Grantee shall update the Agency/site(s) plan as needed and Grantee shall train all employees regarding the provisions of the plan for their Agency/site(s).

- M. Good Neighbor Policy: Grantee shall maintain a good relationship with the neighborhood, including:
1. Collaborating with neighbors and relevant city agencies to ensure that neighborhood concerns about the facility are heard and addressed;
 2. Have a public phone line (and/or email) available for the community to report concerns;
 3. Grantee management staff are available to respond to neighbors within two business days;
 4. Have a representative of the Grantee attend all appropriate neighborhood meetings;
 5. Participating in community/neighborhood events in partnership with the local community benefit district as appropriate;
 6. Providing staff training in de-escalation and crisis response, including having written policies and protocols for contacting law enforcement, San Francisco Homeless Outreach Team (SFHOT), Healthy Streets Operation Center (HSOC), Department of Public Works (DPW), and/or crisis response teams as needed; and
 7. Grantee shall create and offer a “good neighbor” onboarding for tenants as they move in that outlines community resources, community norms, and expectations.
- N. Record Keeping and Files: Grantee shall update applicant referral status information in the ONE System in accordance with HSH policy and instruction.
1. Grantee shall maintain confidential tenant files on the served population, including signed lease agreement and addenda, notices or lease violations issued to the tenant, copies of payment plans or other agreements to support housing stability.
 2. Grantee shall track receipt and completion of maintenance work orders.
 3. Grantee shall maintain all eligibility and inspection documentation in the ONE System and maintain hard copy files with eligibility, including homelessness verification documents.
- O. Data Standards:
1. Grantee shall ensure compliance with the Homeless Management Information System (HMIS) Participation Agreement and Continuous Data Quality Improvement (CDQI) Process¹, including but not limited to:
 - a. Entering all household data within three working days (unless specifically requested to do so sooner);

¹ HMIS Participation Agreement and Continuous Data Quality Improvement Process, available here: <https://hsh.sfgov.org/get-information/one-system/>

- b. Ensuring accurate dates for household enrollment, household exit, and household move in (if appropriate); and
- c. Running monthly data quality reports and correcting any errors.
- 2. Records entered into the ONE system shall meet or exceed the ONE System CDQI Process standard.¹
- 3. Grantee shall maintain updated unit vacancy information on a weekly basis in the data system designated by HSH (Offline Vacancy Tracker and/or ONE System) as required. Changes to vacancy reporting shall be communicated to Grantees in writing from HSH.
- 4. Grantee shall enter data into the ONE System, but may be required to report certain measures or conduct interim reporting in CARBON, via secure email, or through uploads to a File Transfer Protocol (FTP) site. When required by HSH, Grantee shall submit the monthly, quarterly and/or annual metrics into the CARBON database. Changes to data collection or reporting requirements shall be communicated to Grantees via written notice at least one month prior to expected implementation.
- 5. Any information shared between Grantee, HSH, and other providers about the served population shall be communicated in a secure manner, with appropriate release of consent forms and in compliance with 24 C.F.R. Part 578, Continuum of Care; 45 C.F.R. Parts 160 and 164, the Health Insurance Portability and Accountability Act (HIPAA) and federal and state data privacy and security guidelines.
- 6. Failure to comply with data security, storage and access requirements may result in loss of access to the HMIS and other data systems.

VII. Service Objectives

Grantee shall achieve the following Service Objectives:

- A. Grantee shall ensure that each unit, upon turnover, is clean and/or repaired within 21 days, on average.
- B. Grantee shall ensure that new tenant move-ins occur within 30 days of referral.
- C. Grantee shall collect at least 90 percent of tenant portions of monthly rent from occupied units.
- D. Grantee shall maintain an occupancy rate of at least 93 percent.

VIII. Outcome Objectives

Grantee shall achieve the following Outcome Objectives:

- A. Ninety percent of tenants will maintain their housing for a minimum of 12 months, move to other permanent housing, or be provided with more appropriate placements.
- B. Eighty-five percent of tenant lease violations will be resolved without loss of housing to tenants.

- C. At least 65 percent of tenants shall complete an annual Tenant Satisfaction Survey and of those, 80 percent of tenants will be satisfied or very satisfied with Property Management services.

IX. Reporting Requirements

Grantee shall input data into systems required by HSH, such as the ONE System, and CARBON.

- A. Grantee shall report vacancies to HSH in a timely fashion according to established procedures and process all tenant referrals in the pre-established timeframe. When required by HSH, Grantee shall enter tenant data in the ONE System.
- B. On a monthly basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the month of service.
 - 1. The occupancy rate; and
 - 2. The number of new placements.
- C. On a quarterly basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each quarter:
 - 1. Average number of days to turn over units; and
 - 2. The number of tenants receiving lease violations, and the number and percentage of tenant lease violations that were resolved without loss of housing to tenants.
- D. On an annual basis, Grantee shall enter the required metrics, including any required templates to be uploaded, into the CARBON database by the 15th of the month following the end of each year:
 - 1. The number and percentage of tenants who maintained their housing for a minimum of 12 months, moved to other permanent housing, or were provided with more appropriate placements;
 - 2. The number of program exits;
 - 3. The number and percentage of tenants who completed a written survey to provide feedback on the type and quality of program services;
 - 4. The tenant satisfaction survey results; and
 - 5. The number of households showing housing instability that remained housed.
- E. Grantee shall participate in annual Eviction Survey reporting, per the 2015 City and County of San Francisco Tenant Eviction Annual Reports Ordinance (<https://sfbos.org/ftp/uploadedfiles/bdsupvrs/ordinances15/o0011-15.pdf>). Grantee shall provide information on evictions and eviction notices issued to households residing in City-funded housing to Support Services to enter into the ONE System. Grantee shall verify the accuracy of eviction reporting data in the ONE System quarterly, and shall review the annual eviction report prior to submission to HSH. Grantee shall adhere to all deadlines for submission as required by HSH.

- F. Grantee shall submit Project Descriptor data elements as described in the U.S. Department of Housing and Urban Development (HUD)'s latest HMIS Data Standards Manual (<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>) to HSH at the following intervals: 1) at the point of project setup; 2) when project information changes; 3) at least annually or as requested by HSH. Data is used for reporting mandated by HUD and California's Interagency Council on Homelessness, and to ensure HSH's ongoing accurate representation of program and inventory information for various reporting needs, including monitoring of occupancy and vacancy rates.
- G. Grantee shall provide information for an annual report on client enrollment in public benefits per the Administrative Code Article VI, Section 20.54.4(c) - Permanent Supportive Housing – Enrollment in Social Services https://codelibrary.amlegal.com/codes/san_francisco/latest/sf_admin/0-0-0-11877, as instructed by HSH.
- H. Grantee shall participate, as required by HSH, with City, State and/or Federal government evaluative studies designed to show the effectiveness of Grantee's services. Grantee agrees to meet the requirements of and participate in the evaluation program and management information systems of the City. The City agrees that any final reports generated through the evaluation program shall be made available to Grantee within thirty working days of receipt of any evaluation report and any Grantee response will become part of the official report.
- I. Grantee shall provide Ad Hoc reports as required by HSH and respond to requests by HSH in a timely manner.

For assistance with reporting requirements or submission of reports, contact the assigned Contract and Program Managers.

X. Monitoring Activities

- A. Program Monitoring: Grantee is subject to program monitoring and/or audits, including, but not limited to review of the following: tenant files, the Grantee's administrative records, staff training documentation, postings, program policies and procedures, data submitted in program reports, Disaster and Emergency Response Plan and training, personnel and activity reports, proper accounting for funds and other operational and administrative activities, and back-up documentation for reporting progress towards meeting service and outcome objectives.

Monitoring of program participation in the ONE system may include, but is not limited to, data quality reports from the ONE system, records of timeliness of data entry, and attendance records at required trainings and agency lead meetings.

- B. Fiscal and Compliance Monitoring: Grantee is subject to fiscal and compliance monitoring, which may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act (ADA), subcontracts and Memoranda of Understanding (MOUs), and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET**

Document Date	3/1/2024								
Contract Term	Begin Date	End Date	Duration	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Current Term	1/1/2021	2/29/2024	4						
Amended Term	1/1/2021	6/30/2026	6						
Service Component				1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026
Support Services, Property Management & Master Leasing				61	61	61	61	61	61

**DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING
APPENDIX B, BUDGET**

Document Date	3/1/2024		
Contract Term	Begin Date	End Date	Duration
Current Term	1/1/2021	2/29/2024	4
Amended Term	1/1/2021	6/30/2026	6
Approved Subcontractors			
None.			

	A	B	C	D	E	H	K	N	O	P	S	V	AI	AJ	AK
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING														Page 1 of 8
2	APPENDIX B, BUDGET														
3	Document Date	3/1/2024													
4	Contract Term	Begin Date	End Date	Duration (Years)											
5	Current Term	1/1/2021 - 2/29/2024		4											
6	Amended Term	1/1/2021 - 6/30/2026		6											
7	Provider Name	Tenderloin Housing Clinic, Inc.													
8	Program	Abigail Hotel Housing Ladder													
9	FSP Contract ID#	1000017196													
10	Action (select)	Amendment													
11	Effective Date	3/1/2024													
12	Budget Names	ERAF & General Fund & Prop C - Housing Ladder; One-Time - ERAF - Start Up Costs													
13		Current	New												
14	Term Budget	\$ 4,628,131	\$ 9,255,291												
15	Contingency	\$ 2,417,113	\$ 713,905	12%											
16	Not-To-Exceed	\$ 7,045,244	\$ 9,969,196												
				Year 1	Year 2	Year 3	Year 4		Year 5	Year 6	All Years				
17		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2021 - 2/29/2024	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2026			
18		Current	Current	Current	Current	Amendment	New	New	New	Current	Amendment	New			
19	Expenditures														
20	Salaries & Benefits	\$ 135,764.6	\$ 278,318	\$ 338,066	\$ 233,937	\$ 116,968	\$ 350,905	\$ 350,905	\$ 350,905	\$ 986,085	\$ 818,779	\$ 1,804,864			
21	Operating Expense	\$ 182,500.0	\$ 373,865	\$ 358,738	\$ 226,012	\$ 142,056	\$ 368,068	\$ 368,068	\$ 368,068	\$ 1,141,115	\$ 878,192	\$ 2,019,307			
22	Subtotal	\$ 318,264.6	\$ 652,183	\$ 696,803	\$ 459,949	\$ 259,024	\$ 718,973	\$ 718,973	\$ 718,973	\$ 2,127,200	\$ 1,696,970	\$ 3,824,170			
24	Indirect Cost	\$ 36,600.0	\$ 75,001	\$ 80,132	\$ 52,894	\$ 29,788	\$ 82,682	\$ 82,682	\$ 82,682	\$ 244,628	\$ 195,152	\$ 439,779			
25	Other Expenses (Not subject to indirect %)	\$ (309,277)	\$ 690,797	\$ 1,005,625	\$ 912,588	\$ 442,211	\$ 1,354,799	\$ 1,354,799	\$ 1,354,799	\$ 2,299,733	\$ 3,151,808	\$ 5,451,541			
26	Capital Expenditure	\$ 95,689.0	\$ 244,339	\$ 21,616	\$ 36,615	\$ -	\$ 36,615	\$ 36,615	\$ 36,615	\$ 398,259	\$ 73,230	\$ 471,489			
28	Total Expenditures	\$ 141,276	\$ 1,662,321	\$ 1,804,177	\$ 1,462,046	\$ 731,023	\$ 2,193,069	\$ 2,193,069	\$ 2,193,069	\$ 5,069,819	\$ 5,117,160	\$ 10,186,979			
29	HSH Revenues (select)*														
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ 886,891	\$ 1,804,068	\$ 1,823,526	\$ 1,238,079	\$ -	\$ 1,238,079	\$ -	\$ -	\$ 5,752,564	\$ -	\$ 5,752,564			
32	ERAF - One-Time	\$ 347,750	\$ -	\$ 26,168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 373,918	\$ -	\$ 373,918			
33	General Fund - Ongoing	\$ -	\$ -	\$ 120,238	\$ 83,967	\$ -	\$ 83,967	\$ -	\$ -	\$ 204,205	\$ -	\$ 204,205			
34	Prop C - Ongoing	\$ -	\$ -	\$ -	\$ -	\$ 661,023	\$ 661,023	\$ 1,983,069	\$ 1,983,069	\$ -	\$ 4,627,160	\$ 4,627,160			
35	ERAF - Adjustment to Actuals	\$ (1,119,803)	\$ (278,997)	\$ (183,517)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,582,317)	\$ -	\$ (1,582,317)			
36	General Fund - Adjustment to Actuals	\$ -	\$ -	\$ (120,238)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (120,238)	\$ -	\$ (120,238)			
40	Total HSH Revenues	\$ 114,838	\$ 1,525,071	\$ 1,666,177	\$ 1,322,046	\$ 661,023	\$ 1,983,069	\$ 1,983,069	\$ 1,983,069	\$ 4,628,131	\$ 4,627,160	\$ 9,255,291			
41	Other Revenues (to offset Total Expenditures)														
42	Rental Income	\$ 26,438	\$ 137,250	\$ 138,000	\$ 140,000	\$ 70,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 441,688	\$ 490,000	\$ 931,688			
47	Total Other Revenues	\$ 26,438	\$ 137,250	\$ 138,000	\$ 140,000	\$ 70,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 441,688	\$ 490,000	\$ 931,688			
49	Total HSH + Other Revenues	\$ 141,276	\$ 1,662,321	\$ 1,804,177	\$ 1,462,046	\$ 731,023	\$ 2,193,069	\$ 2,193,069	\$ 2,193,069	\$ 5,069,819	\$ 5,117,160	\$ 10,186,979			
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
52	Total Adjusted Salary FTE (All Budgets)						3.58	3.58	3.58						
53	*NOTE: HSH budgets typically project out revenue levels across multiple years, strictly for budget-planning purposes. All program budgets at any given year are subject to Mayoral / Board of Supervisors discretion and funding availability, and are not guaranteed. For further information, please see Article 2 of the G-100 Grant Agreement document.														
54	Prepared by	Wynne Tang, Director of Finance													
55	Phone	628-466-1689													
56	Email	wynne@thclinic.org													

	A	B	C	D	E	H	K	N	O	P	S	V	AI	AJ	AK	
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING															
2	APPENDIX B, BUDGET															
3	Document Date	3/1/2024														
4	Contract Term	Begin Date	End Date	Duration (Years)												
5	Current Term	1/1/2021	2/29/2024	4												
6	Amended Term	1/1/2021	6/30/2026	6												
7	Provider Name	Tenderloin Housing Clinic, Inc.														
8	Program	Abigail Hotel Housing Ladder														
9	FSP Contract ID#	1000017196														
10	Action (select)	Amendment														
11	Effective Date	3/1/2024														
12	Budget Name	ERAF & General Fund & Prop C - Housing Ladder														
13		Current	New													
14	Term Budget	\$ 4,601,963	\$ 9,229,123													
15	Contingency	\$ 2,443,281	\$ 740,073	12%												
16	Not-To-Exceed	\$ 7,045,244	\$ 9,969,196													
					EXTENSION		EXTENSION YEAR		EXTENSION YEAR		All Years					
17		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2021 - 2/29/2024	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2026				
18		Current	Current	Current	Current	Amendment	New	New	New	Current	Amendment	New				
19	Expenditures															
20	Salaries & Benefits	\$ 135,765	\$ 278,318	\$ 338,066	\$ 233,937	\$ 116,968	\$ 350,905	\$ 350,905	\$ 350,905	\$ 986,085	\$ 818,779	\$ 1,804,864				
21	Operating Expense	\$ 182,500	\$ 373,865	\$ 358,738	\$ 226,012	\$ 142,056	\$ 368,068	\$ 368,068	\$ 368,068	\$ 1,141,115	\$ 878,192	\$ 2,019,307				
22	Subtotal	\$ 318,265	\$ 652,183	\$ 696,803	\$ 459,949	\$ 259,024	\$ 718,973	\$ 718,973	\$ 718,973	\$ 2,127,200	\$ 1,696,970	\$ 3,824,170				
23	Indirect Percentage	11.50%	11.50%	11.50%	11.50%		11.50%	11.50%	11.50%							
24	Indirect Cost (Line 22 X Line 23)	\$ 36,600	\$ 75,001	\$ 80,132	\$ 52,894	\$ 29,788	\$ 82,681.91	\$ 82,682	\$ 82,682	\$ 244,628	\$ 195,152	\$ 439,779				
25	Other Expenses (Not subject to indirect %)	\$ (309,277)	\$ 690,797	\$ 979,457	\$ 912,588	\$ 442,211	\$ 1,354,799	\$ 1,354,799	\$ 1,354,799	\$ 2,273,564	\$ 3,151,808	\$ 5,425,372				
26	Capital Expenditure	\$ 95,688.98	\$ 244,339	\$ 21,616	\$ 36,615	\$ -	\$ 36,615	\$ 36,615	\$ 36,615	\$ 398,259	\$ 73,230	\$ 471,489				
28	Total Expenditures	\$ 141,276	\$ 1,662,321	\$ 1,778,008	\$ 1,462,046	\$ 731,023	\$ 2,193,069	\$ 2,193,069	\$ 2,193,069	\$ 5,043,651	\$ 5,117,160	\$ 10,160,811				
29																
30	HSH Revenues (select)															
31	Educational Revenue Augmentation Fund (ERAF) - Ongoing	\$ 886,891	\$ 1,804,068	\$ 1,823,526	\$ 1,238,079	\$ -	\$ 1,238,079	\$ -	\$ -	\$ 5,752,564	\$ -	\$ 5,752,564				
32	ERAF - One-Time	\$ 347,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 347,750	\$ -	\$ 347,750				
33	General Fund - Ongoing	\$ -	\$ -	\$ 120,238	\$ 83,967	\$ -	\$ 83,967	\$ -	\$ -	\$ 204,205	\$ -	\$ 204,205				
34	Prop C - Ongoing	\$ -	\$ -	\$ -	\$ -	\$ 661,023	\$ 661,023	\$ 1,983,069	\$ 1,983,069	\$ -	\$ 4,627,160	\$ 4,627,160				
35	ERAF - Adjustment to Actuals	\$ (1,119,803)	\$ (278,997)	\$ (183,517)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,582,317)	\$ -	\$ (1,582,317)				
36	General Fund - Adjustment to Actuals	\$ -	\$ -	\$ (120,238)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (120,238)	\$ -	\$ (120,238)				
40	Total HSH Revenues	\$ 114,838	\$ 1,525,071	\$ 1,640,008	\$ 1,322,046	\$ 661,023	\$ 1,983,069	\$ 1,983,069	\$ 1,983,069	\$ 4,601,963	\$ 4,627,160	\$ 9,229,123				
41	Other Revenues (to offset Total Expenditures)															
42	Rental Income	\$ 26,438	\$ 137,250	\$ 138,000	\$ 140,000	\$ 70,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 441,688	\$ 490,000	\$ 931,688				
47	Total Other Revenues	\$ 26,438	\$ 137,250	\$ 138,000	\$ 140,000	\$ 70,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 441,688	\$ 490,000	\$ 931,688				
48																
49	Total HSH + Other Revenues	\$ 141,276	\$ 1,662,321	\$ 1,778,008	\$ 1,462,046	\$ 731,023	\$ 2,193,069	\$ 2,193,069	\$ 2,193,069	\$ 5,043,651	\$ 5,117,160	\$ 10,160,811				
50	Rev-Exp (Budget Match Check)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

	A	F	M	T	W	X	Y	Z	AA	AB	AC	AJ	AQ	BT	BU	BV						
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING																					
2	SALARY & BENEFIT DETAIL																					
3	Document Date 3/1/2024																					
4	Provider Name Tenderloin Housing Clinic, Inc.																					
5	Program Abigail Hotel Housing Ladder																					
6	FSP Contract ID# 1000017196																					
7	Budget Name ERAF & General Fund & Prop C - Housing Ladder																					
8	Year 1			Year 2			Year 3			Year 4				Year 5		Year 6		All Years				
9	1/1/2021 - 6/30/2021			7/1/2021 - 6/30/2022			7/1/2022 - 6/30/2023			Agency Totals		For HSH Funded Program		7/1/2023 - 2/29/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2021 - 2/29/2024	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2026	
10	Current			Current			Current					Current		Amendment	New	New	New	New	Current	Amendment	New	
11	Budgeted Salary			Budgeted Salary			Budgeted Salary			Annual Full Time Salary (for 1.00 FTE)	Position FTE	% FTE funded by this budget	Adjusted Budgeted FTE	Budgeted Salary	Change	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Budgeted Salary	Change	Budgeted Salary
12	Property Manager			\$ 30,900 \$ 63,345 \$ 81,903			\$ 84,889			1.00	100%	1.00	\$ 56,593	\$ 28,296	\$ 84,889	\$ 84,889	\$ 84,889	\$ 84,889	\$ 232,741	\$ 198,074	\$ 430,815	
13	Maintenance Worker			\$ 23,175 \$ 47,509 \$ 54,938			\$ 54,938			1.00	100%	1.00	\$ 36,625	\$ 18,313	\$ 54,938	\$ 54,938	\$ 54,938	\$ 54,938	\$ 162,246	\$ 128,188	\$ 290,434	
14	Director of Property Mgmt			\$ 1,530 \$ 3,136 \$ 4,374			\$ 156,656			1.00	3%	0.03	\$ 3,133	\$ 1,567	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 12,173	\$ 10,966	\$ 23,139	
15	Assoc Director of Property Mgmt			\$ 3,527 \$ 7,231 \$ 8,942			\$ 150,933			1.00	8.5%	8.5%	\$ 8,553	\$ 4,276	\$ 12,829	\$ 12,829	\$ 12,829	\$ 12,829	\$ 28,253	\$ 29,935	\$ 58,188	
16	Facilities Manager			\$ 6,074 \$ 12,451 \$ 15,434			\$ 95,588			1.00	17%	0.17	\$ 10,833	\$ 5,417	\$ 16,250	\$ 16,250	\$ 16,250	\$ 16,250	\$ 44,793	\$ 37,917	\$ 82,709	
17	Case Manager			\$ 23,175 \$ 47,509 \$ 57,963			\$ 57,963			1.00	100%	1.00	\$ 38,642	\$ 19,321	\$ 57,963	\$ 57,963	\$ 57,963	\$ 57,963	\$ 167,289	\$ 135,248	\$ 302,537	
18	Support Services Manager			\$ 4,807 \$ 9,854 \$ 13,243			\$ 78,457			1.00	18%	0.18	\$ 9,269	\$ 4,635	\$ 13,904	\$ 13,904	\$ 13,904	\$ 13,904	\$ 37,173	\$ 32,442	\$ 69,615	
19	Assoc Director of Support Services			\$ 2,884 \$ 5,912 \$ 7,978			\$ 93,933			1.00	9%	0.09	\$ 5,644	\$ 2,822	\$ 8,466	\$ 8,466	\$ 8,466	\$ 8,466	\$ 22,418	\$ 19,755	\$ 42,173	
20	Director of Support Services			\$ 1,320 \$ 2,708 \$ 3,802			\$ 132,657			1.00	3%	0.03	\$ 2,720	\$ 1,360	\$ 4,079	\$ 4,079	\$ 4,079	\$ 4,079	\$ 10,550	\$ 9,519	\$ 20,069	
21													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22													\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
55	\$ 97,392			\$ 199,654			\$ 248,578			TOTAL SALARIES		\$ 172,012	\$ 86,006	\$ 258,018	\$ 258,018	\$ 258,018	\$ 258,018	\$ 717,636	\$ 602,043	\$ 1,319,679		
56										TOTAL FTE		3.58										
57	39.40%			39.40%			36.00%			FRINGE BENEFIT RATE		36.00%		36.00%	36.00%	36.00%	36.00%	36.00%				
58	\$ 38,373			\$ 78,664			\$ 89,488			EMPLOYEE FRINGE BENEFITS		\$ 61,924	\$ 30,962	\$ 92,887	\$ 92,887	\$ 92,887	\$ 92,887	\$ 268,449	\$ 216,736	\$ 485,185		
59	\$ 135,765			\$ 278,318			\$ 338,066			TOTAL SALARIES & BENEFITS		\$ 233,937	\$ 116,968	\$ 350,905	\$ 350,905	\$ 350,905	\$ 350,905	\$ 986,085	\$ 818,779	\$ 1,804,864		

	A	B	E	H	K	L	M	P	S	AF	AG	AH
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING											Page 4/5 of 8
2	OPERATING DETAIL											
3	Document Date	3/1/2024										
4	Provider Name	Tenderloin Housing Clinic, Inc.										
5	Program	Abigail Hotel Housing Ladder										
6	F\$P Contract ID#	1000017196										
7	Budget Name	ERAF & General Fund & Prop C - Housing Ladder										
8		EXTENSION EXTENSION YEAR EXTENSION YEAR										
9		Year 1	Year 2	Year 3	Year 4			Year 5	Year 6	All Years		
10		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	7/1/2023 - 6/30/2024	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	1/1/2021 - 2/29/2024	1/1/2021 - 6/30/2026	1/1/2021 - 6/30/2026
11		Current	Current	Current	Current	Amendment	New	New	New	Current	Amendment	New
12	Operating Expenses	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Change	Budgeted Expense
85	Capital Expenses											
86	Ramp-Up: Consultant for Lease-up	\$ 80,000	\$ 46,698			\$ -	\$ -	\$ -	\$ -	\$ 126,698	\$ -	\$ 126,698
87	Ramp-Up: Moving Service	\$ 25,000	\$ 72,232			\$ -	\$ -	\$ -	\$ -	\$ 97,232	\$ -	\$ 97,232
88	Ramp-Up: Pest inspection/ Treatment at move-in	\$ 25,000	\$ 8,738			\$ -	\$ -	\$ -	\$ -	\$ 33,738	\$ -	\$ 33,738
89	Ramp-up: Office furniture, PC, Printer	\$ 10,000	\$ 11,380			\$ -	\$ -	\$ -	\$ -	\$ 21,380	\$ -	\$ 21,380
90	Ramp-up: Community Room furniture / TV	\$ 40,000	\$ 38,990			\$ -	\$ -	\$ -	\$ -	\$ 78,990	\$ -	\$ 78,990
91	Ramp-up: Laundry Room cart & table	\$ 2,000	\$ -			\$ -	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000
92	Ramp-up: Unit furniture	\$ 93,000	\$ 3,891			\$ -	\$ -	\$ -	\$ -	\$ 96,891	\$ -	\$ 96,891
93	Ramp-up: Refrigerators & Microwaves	\$ 22,750	\$ 21,568			\$ -	\$ -	\$ -	\$ -	\$ 44,318	\$ -	\$ 44,318
94	Ramp-up: Gate between Abigail Hotel and 250 McAllister building.	\$ 50,000	\$ 40,841			\$ -	\$ -	\$ -	\$ -	\$ 90,841	\$ -	\$ 90,841
95	Ramp-up: Adjustment to Actuals	\$ (252,061)	\$ -			\$ -	\$ -	\$ -	\$ -	\$ (252,061)	\$ -	\$ (252,061)
96	Approved One-Time Capital Expenses	\$ -	\$ -	\$ 21,616	\$ 36,615	\$ -	\$ 36,615	\$ 36,615	\$ 36,615	\$ 58,231	\$ 73,230	\$ 131,461
97												
98	TOTAL CAPITAL EXPENSES	\$ 95,689	\$ 244,339	\$ 21,616	\$ 36,615	\$ -	\$ 36,615	\$ 36,615	\$ 36,615	\$ 398,259	\$ 73,230	\$ 471,489
99												
100	HS# #3											Template last modified

BUDGET NARRATIVE

Fiscal Year

ERAF & General Fund & Prop C - Housing Ladder

FY23-24

<- Select from the drop-down list the fiscal year in which the proposed budget changes will first become effective

<u>Salaries & Benefits</u>	<u>Adjusted</u>	<u>Budgeted</u>		<u>Justification</u>
	<u>Budgeted</u>	<u>FTE</u>	<u>Salary</u>	
Property Manager	1.00	\$	84,889	On-site management of Abigail for Step-up PSH tenants
Maintenance Worker	1.00	\$	54,938	On-site maintenance worker for Abigail repairs & proactive maintenance
Director of Property Mgmt	0.03	\$	4,700	Oversight staffing for Abigail project
Assoc Director of Property Mgmt	0.09	\$	12,829	Oversight staffing for Abigail project
Facilities Manager	0.17	\$	16,250	Onsite management of facilities team for Abigail project
Case Manager	1.00	\$	57,963	On-site case manager for Abigail's Step-up PSH tenants
Support Services Manager	0.18	\$	13,904	Onsite management of case manager for Abigail project
Assoc Director of Support Services	0.09	\$	8,466	Oversight staffing for Abigail project
Director of Support Services	0.03	\$	4,079	Oversight staffing for Abigail project
			\$ -	
TOTAL	3.58	\$	258,018	
<u>Employee Fringe Benefits</u>			\$ 92,887	Includes FICA, SSUI, Workers Compensation and Medical calculated at 36% of total salaries.
Salaries & Benefits Total		\$	350,905	

<u>Operating Expenses</u>	<u>Budgeted</u>	<u>Expense</u>	<u>Justification</u>
Utilities(Elec, Water, Gas, Phone, Scavenger)	\$	135,000	Estimated utility costs based upon prior actuals with a factor of annual increases
Office Supplies, Postage	\$	4,500	Estimated office supply expense
Building Maintenance Supplies and Repair	\$	126,025	Estimated repair & maintenance costs based upon prior actuals with a factor to account for any increase in pricing for materials or repairs by industry vendors.
Printing and Reproduction	\$	-	
Insurance	\$	24,003	General Liability insurance to operate at the Abigail.
Community Engagement / Tenant Rep Stipends	\$	6,540	Community Engagement / Tenant Rep Stipends
Staff Travel-(Local & Out of Town)	\$	-	
Rental of Equipment	\$	-	
Legal Costs	\$	5,000	Third party attorney services
Elevator Repairs	\$	15,000	Capped elevator expense per our master lease agreement with the owner of the Abigail.
	\$	-	
<u>Consultants/Temporary Staffing</u>	\$	-	
Janitorial Services via Cappstone Inc.	\$	25,000	Janitorial Services via Cappstone Inc.
Temp - Case Manager	\$	27,000	Temporary Case Manager staffing
	\$	-	
<u>Subcontractors</u>	\$	-	
	\$	-	
TOTAL OPERATING EXPENSES	\$	368,068	
Indirect Cost	11.5%	\$	82,682

<u>Other Expenses (not subject to indirect cost %)</u>	<u>Amount</u>	<u>Justification</u>
Master Lease Costs	\$ 1,125,000	Master lease of Abigail rental units
Abigail's portion Modified Payment Program usage	\$ 83,444	allocation based on units & usage factor for services provided by THC's Property Mgmt.
Abigail's portion Prop Mgmt Infrastructure usage	\$ 118,190	allocation based on units & usage factor for services provided by THC's MPP team.
Operating Budget - Adjustment to Actuals	\$ -	
Property Management Software	\$ 28,166	small share of multiyear effort to replace 3 decades old database
	\$ -	
	\$ -	
TOTAL OTHER EXPENSES	\$ 1,354,799	

<u>Capital Expenses</u>	<u>Amount</u>	<u>Justification</u>
Approved One-Time Capital Expenses	\$ 36,615	Remaining expenses for capital work started in FY 22-23, including Entrance Security Door (\$15,200), Exterior security lights (\$5,980) and 7 fire escape doors (\$15,435). To be funded through FY 23-24 budget savings.
	\$ -	
TOTAL CAPITAL EXPENSES	\$ 36,615	

	A	B	E	H	K	AF
1	DEPARTMENT OF HOMELESSNESS AND SUPPORTIVE HOUSING					Page 8 of 8
2	OPERATING DETAIL					
3	Document Date	3/1/2024				
4	Provider Name	Tenderloin Housing Clinic, Inc.				
5	Program	Abigail Hotel Housing Ladder				
6	FSP Contract ID#	1000017196				
7	Budget Name	One-Time - ERAF - Start Up Costs				
8						
9		Year 1	Year 2	Year 3	Year 4	All Years
10		1/1/2021 - 6/30/2021	7/1/2021 - 6/30/2022	7/1/2022 - 6/30/2023	7/1/2023 - 2/29/2024	1/1/2021 - 2/29/2024
11		Current	Current	Current	Current	Current
12	<u>Operating Expenses</u>	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense	Budgeted Expense
70	<u>Other Expenses (not subject to indirect cost %)</u>					
71	Ramp-Up: Consultant for Lease-up			\$ 15,000		\$ 15,000
72	Ramp-Up: Moving Service			\$ 16,000		\$ 16,000
73	Ramp-Up: Pest inspection/ Treatment at move-in			\$ 15,000		\$ 15,000
74	Adjustment to Actuals			\$ (19,832)		\$ (19,832)
82						\$ -
83						
84	TOTAL OTHER EXPENSES	\$ -	\$ -	\$ 26,168	\$ -	\$ 26,168
97	HSH #3					

Appendix C, Method of Payment

- I. Actual Costs:** In accordance with Article 5 Use and Disbursement of Grant Funds of the Grant Agreement, payments shall be made for actual costs incurred and reported for each month within the budget term (e.g., Fiscal Year or Project Term). Under no circumstances shall payment exceed the amount set forth in Appendix B, Budget(s) of the Agreement.
- II. General Instructions for Invoice Submittal:** Grantee invoices shall include actual expenditures for eligible activities incurred during the month.
- A. **Timelines:** Grantee shall submit all invoices and any related required documentation in the format specified below, after costs have been incurred, and within 15 days after the month the service has occurred. All final invoices must be submitted 15 days after the close of the fiscal year or project period. Expenditures must be paid by the Grantee prior to invoicing HSH for those expenditures.

Billing Month/Date	Service Begin Date	Service End Date
August 15	July 1	July 31
September 15	August 1	August 31
October 15	September 1	September 30
November 15	October 1	October 31
December 15	November 1	November 30
January 15	December 1	December 31
February 15	January 1	January 31
March 15	February 1	February 28/29
April 15	March 1	March 31
May 15	April 1	April 30
June 15	May 1	May 31
July 15	June 1	June 30

B. Invoicing System:

1. Grantee shall submit invoices, and all required supporting documentation demonstrating evidence of the expenditure through the Department of Homelessness and Supportive Housing (HSH)'s web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org>.
2. Grantee's Executive Director or Chief Financial Officer shall submit a letter of authorization designating specific users, including their names, emails and phone numbers, who will have access to CARBON to electronically submit and sign for invoices, submit program reports, and view other information that is in CARBON.

3. Grantee acknowledges that submittal of the invoice by Grantee's designated authorized personnel with proper login credentials constitutes Grantee's electronic signature and certification of the invoice.
 4. Grantee's authorized personnel with CARBON login credentials shall not share or internally reassign logins.
 5. Grantee's Executive Director or Chief Financial Officer shall immediately notify the assigned HSH Contract Manager, as listed in CARBON, via email or letter regarding any need for the restriction or termination of previously authorized CARBON users and include the name(s), email(s) and phone number(s) of those previously authorized CARBON users.
 6. Grantee may invoice and submit related documentation in the format specified by HSH via paper or email only upon special, written approval from the HSH Contracts Manager.
- C. Line Item Variance There shall be no variance from the line item budget submitted, which adversely affects Grantee's ability to provide services specified in the Appendix A(s), Services to be Provided of the Agreement; however, Grantee may invoice up to 110 percent of an ongoing General Fund or Prop C line item, provided that total expenditures do not exceed the total budget amount, per the HSH Budget Revision Policy and Procedure: <http://hsh.sfgov.org/overview/provider-updates/>.
- D. Spend Down
1. Grantee shall direct questions regarding spend down and funding source prioritization to the assigned HSH Contract and Program Managers, as listed in CARBON.
 2. Generally, Grantee is expected to spend down ongoing funding proportionally to the fiscal year or project period. Grantee shall report unexpected delays and challenges to spending funds, as well as any lower than expected spending to the assigned Contract and Program Managers, as listed in CARBON prior to, or in conjunction with the invoicing period.
 3. Failure to spend significant amounts of funding, especially non-General Fund dollars, may result in reductions to future allocations. HSH may set specific spend down targets and communicate those to Grantees.
- E. Documentation and Record Keeping:
1. In accordance with Article 5 Use and Disbursement of Grant Funds; Article 6 Reporting Requirements; Audits; Penalties for False Claims; and the Appendix A(s), Services to be Provided of the Agreement, Grantee shall keep electronic or hard copy records and documentation of all HSH invoiced costs, including, but not limited to, payroll records; paid invoices; receipts; and payments made for a period not fewer

than five years after final payment under this Agreement, and shall provide to the City upon request.

- a. HSH reserves the right to modify the terms of this Appendix in cases where Grantee has demonstrated issues with spend down, accuracy, and timeliness of invoices.
 - b. In addition to the instructions below, HSH will request and review supporting documentation on the following occasions without modification to this Appendix:
 - 1) Program Monitoring;
 - 2) Fiscal and Compliance Monitoring;
 - 3) Year End Invoice Review;
 - 4) Monthly Invoice Review;
 - 5) As needed per HSH request; and/or
 - 6) As needed to fulfill audit and other monitoring requirements.
2. All documentation requested by and submitted to HSH must:
- a. Be easily searchable (e.g., PDF) or summarized;
 - b. Clearly match the Appendix B, Budget(s) line items and eligible activities;
 - c. Not include identifiable served population information (e.g., tenant, client, Protected Health Information (PHI), Personally Identifiable Information (PII)); and
 - d. Include only subcontracted costs that are reflected in the Appendix B, Budget(s). HSH will not pay for subcontractor costs that are not reflected in the Appendix B, Budget(s). All subcontractors must also be listed as Approved Subcontractors.
3. Grantee shall follow HSH instructions per funding source and ensure that all documentation clearly matches the approved Appendix B, Budget(s) line items and eligible activities.

Educational Revenue Augmentation Fund (ERAF) & General Fund	
Type	Instructions and Examples of Documentation
Salaries & Benefits	<p>Grantee shall maintain and provide documentation: for all approved payroll expenses paid to any personnel included in the Appendix B, Budget(s) covered by the Agreement and invoice period each time an invoice is submitted.</p> <p>Documentation shall include, but is not limited to, historical and current payroll information from a payroll service or a payroll ledger from Grantee’s accounting system and must include employee name, title, rate, and hours worked for each pay period.</p>
Operating	<p>Grantee shall maintain documentation for all approved Operating costs included in the Appendix B, Budget(s). Each time an invoice is submitted, Grantee shall upload documentation for all Subcontractor and Consultant costs,</p>

Educational Revenue Augmentation Fund (ERAF) & General Fund	
Type	Instructions and Examples of Documentation
	and documentation for any Operating line items that exceed \$10,000. Documentation may include, but is not limited to, receipts of purchases or paid invoices of recurring expenditures, such as lease payments; copies of current leases; subcontractor payments; equipment lease invoices; and utility payments.
Capital and/or One-Time Funding	Grantee shall maintain and provide documentation for all approved Capital and/or One-Time Funding costs included in the Appendix B, Budget(s) each time an invoice is submitted. Documentation may include receipts of purchases or paid invoices of non-recurring expenditures, such as repairs or one-time purchases.
Revenue	Grantee shall maintain and provide documentation for all revenues that offset the costs in the Appendix B, Budget(s) covered by the Agreement each time an invoice is submitted.

4. HSH will conduct regular monitoring of provider operating expenses under \$10,000 including, but not limited to requesting supporting documentation showing invoices were paid. Grantees shall provide requested information within specified timelines. HSH reserves the right to require full documentation of invoice submission regardless of amount to ensure the Grantee's compliance with HSH's invoicing requirements.

III. Advances or Prepayments: Advances or prepayments are allowable on certified annual ongoing General Fund or Prop C amounts (i.e., authorized by executed Agreements) in order to meet non-profit Grantee cash flow needs in certain circumstances. Requests for advance payment will be granted by HSH on a case-by-case basis. Advances are not intended to be a regular automatic procedure.

A. Advance Requirements:

Once the Agreement is certified, Grantee, prior to distribution of any advanced payment, must fulfill the following conditions:

1. All Agreement compliance requirements must be currently met (e.g., reports submitted and approved; corrective actions resolved; business tax and insurance certificates in place; prompt and properly documented invoicing; appropriate spend down);
2. The final invoice from the preceding fiscal year must be received prior to advance distribution; and

3. Advances from the preceding fiscal year must be repaid, in full, prior to any additional advance distribution.

B. Advance Request Process:

1. Grantee shall submit a written request via email with a narrative justification that fully describes the unique circumstances to the assigned HSH Contract Manager, as listed in CARBON, for review and approval.
2. HSH, at its sole discretion, may make available to Grantee up to two months of the total ongoing annualized General Fund or Prop C budget amount, per the Appendix B, Budget(s) of this Agreement. Requests for greater than two months of the ongoing annualized budget amount may be considered on a case-by-case basis.

C. Advance Repayment Process:

1. If approved by HSH, the advanced sum will be deducted from the Grantee's monthly invoices at an equal rate each month that will enable repayment before the close of the fiscal year. For example, for a twelve-month grant the rate of repayment of the advance will be 1/10th per month from July to April. An alternative period of repayment may be calculated in order to ensure cash flow and repayment.
2. All advance repayments must be recovered within the fiscal year for which it was made.
3. In the case where advance repayments cannot be fully recovered by deducting from the Grantee's monthly invoices, Grantee shall repay the outstanding balance via check in the amount verified by the assigned HSH Contract Manager, as listed in CARBON. Grantee shall make the repayment after the final invoice of the fiscal year has been approved to the address provided by the assigned HSH Contract Manager, as listed in CARBON.

- IV. **Timely Submission of Reports and Compliance:** If a Grantee has outstanding items due to the City (e.g., Corrective Action Plans/report/document/data input), as specified in any written form from HSH (e.g., Letter of Correction, Corrective Action Plan, and/or Appendix A(s), Services to be Provided of the Agreement), Grantee shall submit and comply with such requirements prior to or in conjunction with invoices. Failure to submit required information or comply by specified deadlines may result in HSH withholding of payments.

Appendix D, Interests in Other City Grants

City Department or Commission	Program Name	Agreement Term	Grant Amount (Not-to-Exceed)
Department of Homelessness and Supportive Housing	Supportive Services Modified Payment Program (MPP)	July 1, 2021 - June 30, 2024	\$3,124,249
Department of Homelessness and Supportive Housing	Property Management, Support Services and Master Leasing at Garland Hotel	April 1, 2022 - June 30, 2024	\$6,940,524
Department of Homelessness and Supportive Housing	Continuum of Care (CoC) Rental Assistance at Garland Hotel	September 1, 2022 - September 30, 2025	\$8,894,939
Department of Homelessness and Supportive Housing	Property Management, Support Services and Master Leasing at Crown, National & Winton Hotels	July 1, 2021 - June 30, 2026	\$34,326,248
Department of Homelessness and Supportive Housing	Continuum of Care (CoC) Rental Assistance at Crown, Winton and National Hotels	December 1, 2022 - September 30, 2025	\$8,864,747
Department of Homelessness and Supportive Housing	Bristol Hotel Housing Ladder (Support Services, Property Management and Master Leasing)	March 1, 2024 - June 30, 2026 (in process)	\$5,030,894
Department of Homelessness and Supportive Housing	Property Management, Support Services and Master Leasing at the Master Lease Hotels	July 1, 2020 - June 30, 2026	\$241,657,513
Department of Building Inspection	Central City SRO Collaborative	July 1, 2023 - June 30, 2024	\$611,975
Department of Building Inspection	Code Enforcement Outreach Program (CEOP)	July 1, 2023 - June 30, 2024	\$520,375
Adult Probation Department	Transitional Housing program	July 1, 2023 - June 30, 2024	\$8,706,081
Mayor's Office of Housing and Community Development	Right to Counsel	July 1, 2023 - June 30, 2024	\$1,601,837
Mayor's Office of Housing and Community Development	Right to Counsel Expansion	July 1, 2022 - June 30, 2024	\$850,000
Mayor's Office of Housing and Community Development	La Voz Latina del Tenderloin	July 1, 2023 - June 30, 2024	\$200,000



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001217

Status

BOS Committee Process

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260363

Type of Filing

Original

Contractor Information

Contractor Name

Tenderloin Housing Clinic, Inc.

Contractor Email

randy@thclinic.org

Contractor Phone #

(415) 885-3286

International Address?

No

Contractor Address (US)

126 Hyde Street

Contractor City and State

San Francisco - CA

Contractor Zip Code

94102

Country

United States of America

Contract Information

Contract Amount

\$15,496,140.00

Contract Description

The second amendment to the grant agreement between the Tenderloin Housing Clinic, Inc. and the Department of Homelessness and Supportive Housing ("HSH"), for the Abigail Housing Ladder program, extending the term 36 months from June 30, 2026, for a total term of January 1, 2021, through June 30, 2029, and increasing the agreement amount by \$5,526,944 for a new total amount not to exceed \$15,496,140.

City Agency - Departmental Contact Information

Departmental Contact

Hailey Gil

Departmental Contact Phone

(628) 652-7925

Full Department Name

HOM - Homelessness and Supportive Housing

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
Board of Directors	Randy	Wilson	
Board of Directors	Chris	Tiedemann	
Board of Directors	Ken	Brophy	
Board of Directors	Enrique	Aguilar	
Board of Directors	Kathy	Vaughn	
Board of Directors	Gabriella	Ruiz	
Board of Directors	Karen	Taylor	
Board of Directors	Majeid	Crawford	
CEO	Randy	Shaw	
CFO	Wynne	Tang	
COO	Tabitha	Allen	

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Dexter Darmali, Legislative & Ethics Secretary
RE: Grant Agreement Amendment - Tenderloin Housing Clinic, Inc. - Abigail Housing Ladder - Not to Exceed \$15,496,140
DATE: April 7, 2026

Resolution approving the second amendment to the grant agreement between the Tenderloin Housing Clinic, Inc. and the Department of Homelessness and Supportive Housing ("HSH"), for the Abigail Housing Ladder program, extending the term 36 months from June 30, 2026, for a total term of January 1, 2021, through June 30, 2029, and increasing the agreement amount by \$5,526,944 for a new total amount not to exceed \$15,496,140; and authorizing HSH to enter into any amendments or other modifications to the Amendment that do not materially increase the obligations or liabilities, or materially decrease the benefits to the City and are necessary or advisable to effectuate the purposes of the Agreement.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org